

ALBANY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION

REGULAR MEETING

**Albany Community Center**

1249 Marin Avenue  
Albany, CA 94706

**TUESDAY**

September 15, 2009

**A G E N D A**

- I. **OPENING BUSINESS** 6:30 p.m.  
 A) Call to Order  
 B) Roll Call  
 C) Identify Closed Session Pursuant to Agenda Section III Below
- II. **PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS**  
*General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.*
- III. **CLOSED SESSION** 6:35 p.m.  
 A) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54956.9: Settlement Employee ID# 1597.

**Certificated**

1. Corrections – none
2. Extra Assignment
  - a. 6/7<sup>th</sup> Grade X Country
  - b. 8<sup>th</sup> Grade X Country
  - c. English Chair
  - d. History Chair
  - e. Math Chair
  - f. Noontime Activities
  - g. PE Chair
  - h. Science Chair
  - i. Volleyball Coach
3. Leave – none
4. New Hire
  - a. Sp Ed Teacher
  - b. Substitute Teacher
  - c. Teacher
5. Resignation
  - a. Lead Para

- b. Sp Ed Teacher
- 6. Termination – none
- 7. Principal
- 8. Director

**Classified**

- 1. Corrections – none
- 2. Leave – none
- 3. New Hire
  - a. Asst. Cross Country
  - b. Café Assis II
  - c. Clerical Aide
  - d. Clerical Aide - Hourly
  - e. Sign Language Inter
  - f. Sub Sp Ed Para
  - g. Substitute Clerk
  - h. Var Volleyball Coach
  - i. Yard Aide
- 4. Resignation
  - a. Asst X Country Coach
  - b. Student Data Tech
- 5. Status Change
  - a. Aide Clerk
  - b. Ell Para
  - c. Library Tech
  - d. Para-Ed
- 6. Termination
  - a. Network Tech

- B) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (Superintendent Marla Stephenson, District Representative), Regarding Negotiations as pertains to:
- 1. California School Employees Association (CSEA)
  - 2. Albany Teachers Association (ATA)
  - 3. SEIU Local 1021

**IV. OPEN SESSION**

**7:30 p.m.**

*Depending upon completion of Closed Session items, the Board of Education intends to convene to Open Session at 7:30 p.m. to conduct the remainder of its meeting, reserving the right to return to Closed Session at any time.*

- A) Reconvene to Open Session
- B) Roll Call
- C) Pledge of Allegiance
- D) Report of Action Taken in Closed Session
- E) Approval of Agenda
- F) Approval of Consent Calendar

*(The Consent Calendar includes routine items that may be handled with one action. Board Members may request any item be removed from the Consent Calendar without formal action)*

1. **Approval of Minutes**

2. **Personnel Assignment Order**

a) **Certificated Personnel – Public Employee Assignment, Employment, Appointment, Evaluation, Leave Requests:**

1. Corrections – none
2. Extra Assignment
  - a. 6/7<sup>th</sup> Grade X Country
  - b. 8<sup>th</sup> Grade X Country
  - c. English Chair
  - d. History Chair
  - e. Math Chair
  - f. Noontime Activities
  - g. PE Chair
  - h. Science Chair
  - i. Volleyball Coach
3. Leave – none
4. New Hire
  - a. Sp Ed Teacher
  - b. Substitute Teacher
  - c. Teacher
5. Resignation
  - a. Lead Para
  - b. Sp Ed Teacher
6. Termination – none

b) **Classified Personnel – Public Employee Assignment, Appointment Employment, Leave Requests:**

1. Corrections – none
2. New Hire
  - a. Asst. Cross Country
  - b. Café Assis II
  - c. Clerical Aide
  - d. Clerical Aide - Hourly
  - e. Sign Language Inter
  - f. Sub Sp Ed Para
  - g. Substitute Clerk
  - h. Var Volleyball Coach
  - i. Yard Aide
4. Resignation
  - a. Asst X Country Coach
  - b. Student Data Tech
5. Status Change
  - a. Aide Clerk

- b. Ell Para
- c. Library Tech
- d. Para-Ed
- 6. Termination
  - a. Network Tech

3. **Personnel – Job Description**

- a) Approve the Job Description for Parent Liaison
- b) Approve the Job Description for CAHSEE Coordinator  
Albany High School
- c) Approve the Job Description for Athletic Clerk

4. **Curriculum and Instruction**

- a) Approve Independent Contractor Agreement Between AUSD  
Carmen Burks to Provide Teacher Support at an Annual Cost  
not to Exceed \$4,000.00 for the 2009-2010 School Year
- b) Approve Extended Field Trip from Albany High School to  
Woodward Park in Fresno Friday, October 9, 2009 to attend  
the Clovis International Cross Country Races

5. **Business and Operations**

- a) Approve Resolution 2009-10-04 Adoption of Annual  
Appropriations Limits (Gann Limit)
- b) Approve the Professional Services Authorization: Adjustment  
to New Pool Design Service Fee Increase from \$535,000 to  
\$589,210
- c) Approve Warrant Listing – August 2009

6. **Student Services**

- a) Approve One (1) Independent Contractor Agreement Between  
Albany Unified School District and Marywin Deegan to Provide  
Alternate and Augmentative Communication Services for One  
Student at a Rate of \$95.00/hour. Cost not to Exceed \$13,680.00.  
Funding Source: Special Education
- b) Approve One (1) Independent Contractor Agreement Between  
Albany Unified School District and Beth Dillon to Provide  
Occupational Therapy Services at a Rate of \$80.00/hour for Two  
Students at a Non-Public School. Cost not to Exceed \$6,480.00.  
Funding Source: Special Education
- c) Approve One (1) Independent Contractor Agreement Between  
Albany Unified School District and Margaret Mowry-Evans to  
Provide Case Management and Specialized Academic Instruction  
For One Student at a Rate of \$115.00/hour. Cost not to Exceed  
\$28,980.00. Funding Source: Special Education
- d) Approve One (1) Master Contract Between Albany Unified School  
District and Augmentative Communication & Technology Services

(ACTS) for an AAC Evaluation for One Student at the Rate of \$120.00/hour. Cost not to exceed \$360.00. Funding Source: Special Education

- e) Approve One (1) Master Contract Between Albany Unified School District and Language People for a Sign Language Interpreter at the Rate of \$75.00/hour when District and Hourly Sign Language Interpreters are not Available. Cost not to Exceed \$2,250.00  
Funding Source: Special Education
- e) Approve Increase to Purchase Order #P10-00092 for Beyond the Classroom for Hearing and Audiological Services for Two Students at a Cost not to Exceed \$1,764.00 and Equipment Maintenance not to Exceed \$840.00. Total Increase to Purchase Order not to Exceed \$2,604.00. Funding Source: Special Education
- f) Approve Independent Contract Agreement Between AUSD and Sue Blevins Beginning October 1, 2009 through January 31, 2010 for Health Screening Services as Described in Exhibit "A" in the Amount of \$3,700.00
- g) Approve Independent Contract Agreement Between AUSD and Connie Brizee Beginning October 1, 2009 through January 31, 2010 for Health Screening Services as Described in Exhibit "A" in the Amount of \$3,700.00

**V. STUDENT BOARD MEMBERS**

A) Student Reports

**VI. STAFF REPORTS**

A) STAR Report

**VII. PERSONS TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA**

*Board practice limits each speaker to no more than three (3) minutes. The Brown Act limits Board ability to discuss or act on items which are not on the agenda; therefore, such items may be referred to staff for comment or for consideration on a future agenda.*

**VIII. REVIEW AND ACTION ITEMS**

*(Members of the public will have the opportunity to speak on all issues.)*

- A) Review and Discuss BP6146.1(B) Identity, Health, and Society  
Graduation Requirement Effective with the Class of 2010
- B) 2008-2009 Unaudited Actuals Financial Report  
(Under Separate Cover)

**IX. REVIEW AND DISCUSSION ITEMS**

- A) 1<sup>st</sup> Reading of Board Policy Section 4000 – Personnel  
(Under Separate Cover)

**X. BOARD AND SUPERINTENDENT COMMENTS**

**XI. FUTURE AGENDA ITEMS**

- A) Strategic Plan Update
- B) Williams Quarterly Report
- C) Enrichment Update
- D) Technology Report
- E) Pool Update

**XII. FUTURE BOARD MEETINGS**

- A) Tuesday, October 6, 2009, 7:30 p.m., Regular Meeting, Albany Community Center, 1249 Marin Avenue, Albany
- B) Tuesday, October 20, 2009, 7:30 p.m., Regular Meeting, Albany Community Center, 1249 Marin Avenue, Albany
- C) **Wednesday**, November 4, 2009, 7:30 p.m., Regular Meeting, Albany Community Center, 1249 Marin Avenue, Albany

**XIII. ADJOURNMENT**

*The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board Meetings shall be adjourned at 10:00 p.m. unless extended to a specific time determined by a majority of the Board.*

The Board of Education meeting packet is available for public inspection at the Albany Public Library, 1247 Marin Avenue, all school sites, and the lobby of the Albany Unified School District office, 904 Talbot Avenue, Albany. The agenda is available on the Albany Unified School District web site: [www.albany.k12.ca.us](http://www.albany.k12.ca.us)

If you provide your name and/or address when speaking before the Board of Education, it may become a part of the official public record and the official minutes will be published on the Internet

In compliance with the Americans with Disability Act (ADA), if you need special assistance to participate in this meeting, please contact the Superintendent's Office at 510-558-3766. Notification must be given forty-eight (48) hours prior to the meeting to make reasonable arrangements for accessibility (28 CFR 35.102.104 ADA Title II).

**ALBANY UNIFIED SCHOOL DISTRICT**  
**Parent Liaison**

P7

Title: Parent Liaison  
Salary: \$27.81/hour NTE 3 hours/day  
Work Year: 10 Months

**POSITION DESCRIPTION:** The purpose of the Parent Liaison (PL) position is to serve as a facilitator for the engagement of parents/caregivers in the education of their children. The focus will be on students and their families who are part of the "achievement gap" populations - Latino, African-American, English Language Learner and Socio-Economically Disadvantaged families. This person will be able to move among all of the partners in the educational process to support the low-achieving students through improved communication and monitoring of activities.

**REPRESENTATIVE DUTIES:**

1. Organize meetings with students, staff, and families
2. Develop parent education programs to increase understanding of school systems
3. Identify low achieving students of all language groups
4. Coordinate services with teachers to address the needs of the students
5. Conduct home visitations

**KNOWLEDGE OF:**

1. Basic data systems
2. Culturally diverse populations
3. School systems
4. Understanding of family dynamics for a culturally diverse community

**EDUCATION AND EXPERIENCE:**

1. Spanish bilingual,
2. Outgoing personality
3. Flexibility with time including occasional evening house calls and meetings.
4. Teaching credential or significant experience working within a public school setting preferred

**ASSESSMENT PROCEDURES:**

Portfolio record of meetings, communications, and interventions will document the extent and reach of the program. An evaluation of the academic success will come from an analysis of the grades and test scores of the identified students, both before and after any interventions.

**TITLE:** CAHSEE COORDINATOR ALBANY HIGH SCHOOL

**POSITION DESCRIPTION:** Coordinator will, under supervision of the site administrator(s), perform a wide variety of specialized and responsible tasks including the administration of the CAHSEE throughout the year, the identification of students who have not passed either or both sections of the CAHSEE, and work with counselors, teachers, and administrators to provide interventions to assist passage of the exam.

**SALARY:** Placement Teacher Salary Schedule

**WORK YEAR:** 184 Days

**THIS POSITION REPORTS TO:** Director of Curriculum and Principal

**DUTIES & RESPONSIBILITIES:** E = Essential Duties

**Plan and implement the administration of the CAHSEE at Albany High School. E**

1. Coordinate and lead administration of the testing itself E
2. Communicate with teachers, students and parents regarding student progress E
3. Identify students who have not passed either section of the exam E
4. Coordinate with site administration, counselors, and teachers to provide interventions to assist passage of the exam E
5. Other duties as assigned E

**QUALIFICATIONS/REQUIREMENTS:**

1. Ability to work cooperatively and independently
2. Current Valid California Driver's License
3. Valid California Teaching Credential or Pupil Services Credential
4. CLAD Certification



**TITLE:** ATHLETIC CLERK

**POSITION DESCRIPTION:** Under the direction of the Athletic Director and the Principal, the athletic clerk will assist in the efficient operation of the athletic department.

**SALARY:** Range 24 CSEA Salary Schedule

**WORK YEAR:** 180 Days

**THIS POSITION REPORTS TO:** Site Principal and Athletic Director

**DUTIES & RESPONSIBILITIES:** E = Essential Duties

1. Call and confirm games E
2. Order and confirm buses E
3. Track purchase orders and obtain approval for payment E
4. Help maintain and monitor athletic rosters E
5. Assist with athletic eligibility E
6. Other duties as assigned E

**ABILITY TO:**

1. Compile, maintain, write, and submit accurate and complete records and reports and process data.
2. Understand and carry out oral and written directions and work independently without direct supervision.
3. Read, interpret, and apply instructions, rules, regulations, policies, and procedures.
4. Plan, prioritize, and organize work and meet deadlines.
5. Operate modern office equipment and applicable software programs.
6. Communicate effectively and accurately both orally and in writing.
7. Apply interpersonal skills with using tact, patience, and courtesy.
8. Establish and maintain cooperative working relationships.


**QUALIFICATIONS/REQUIREMENTS:**

1. Ability to work cooperatively and independently
2. Current Valid California Driver's License
3. High school diploma or equivalent

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of September 15, 2009**

**ITEM:           APPROVE THE INDEPENDENT CONTRACTOR AGREEMENT FOR  
CARMEN BURKS TEACHER COACH**

**PREPARED BY:**       Lynda Hornada, Director of Curriculum and Instruction 

**TYPE OF ITEM:**     *Consent*

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**BACKGROUND INFORMATION:**

Carmen Burks will provide services as a Teacher Coach

**FINANCIAL INFORMATION:** Not to Exceed \$4,000.00 for the 2009-10 school year

**RECOMMENDATION:**

**Approve the Independent Contractor Agreement for Carmen Burks**

**Albany Unified School District  
Independent Contractor Agreement**

THIS AGREEMENT, made this 16th day of September 2009 between Carmen Burks, an independent contractor ("Contractor") having a principal place of business at \_\_\_\_\_, and the Albany Unified School District ("District"), mutually agree as follows:

I. TERMS OF THE CONTRACT

- A. This Agreement will become effective as of the date above and will continue in effect through June 30, 2010, unless sooner terminated.

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A".
- B. Contractor shall perform within the time set forth in Exhibit "A": everything required to be performed.

III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$1000 per participating teacher for Teacher Coaching Services mentored by Mrs. Burks not to exceed 4 participating teachers. Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

IV. OBLIGATION OF CONTRACTOR

- A. While performing services hereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- B. The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for among other things, taxes, personal health and car insurance. Workers'

Compensation for his/her own employees and business expenses for maintaining his/her office.

- C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item IV-D ( ) is (X) is not applicable to this agreement.

- D. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- E. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.
- F. It is the policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

## V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other

legal proceedings that any be instituted against the District for any such claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

# VI. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the District and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the District.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

# VII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

EXECUTED AT Albany, California, on the date first written above.

ALBANY UNIFIED SCHOOL DISTRICT


By: 

District Superintendent

9/8/09

Date

Social Security or Federal I.D. #

  
Independent Contractor

## Exhibit "A"

## Description of Services

## Description of Services:

Mrs. Burks will provide services as the Teacher Coach for Albany USD for \$1000.00 per participating teacher. The amount will be disbursed in two payments in the winter and spring of the 2009-2010 school year. (See Exhibit A1 for job description)

Mrs. Burks will provide services as a BTSA mentor for Albany USD for \$1000.00 per participating teacher that she mentors during the 2009-10 school year. The amount will be disbursed in two payments in the winter and spring of the 2009-2010 school year (See Exhibit A2 for job description)

Total amount not to exceed \$4,000.00

Exhibit "A"

Exhibit "B"

INDEPENDENT CONTRACTOR  
CERTIFICATION OF  
EMPLOYEE CLEARANCE

Name of Company/Individuals: Carmen Burks

Address:

City: State: \_\_\_\_ ZIP: \_\_\_\_

Telephone: \_\_\_\_\_ FAX: 510-559-6560 (AUSD FAX)

Email: burks\_carmen@yahoo.com

Contact Person: Carmen Burks

I certify that:

- My company has completed background checks pursuant to Education Code Section 45125.1 and 45125.2 on all of our employees who may come into contact with pupils while working on projects for the Albany Unified School District.
- None of my company's employees, who may come into contract with pupils while working on projects for the Albany Unified School District have been convicted of a violent or serious felony as defined in Education Code Section 45122.1 (see exhibit "B")
- I have attached a list of the names of our employees who may come in contact with pupils. I also agree to update the list as employees for new employees prior to their contact with pupils.

I certify that any false, deceptive, misleading, or nondisclosed information related to this certification may result in tort liability for my company/myself.

Carmen Burks

Print Name

Teacher Coach

Title

Signature

*Carmen Burks*

Date

*9/8/09*

Exhibit "B"

## ALBANY UNIFIED SCHOOL DISTRICT

**EXTENDED FIELD TRIP BEYOND REGULAR SCHOOL HOURS**  
**OVERNIGHT FIELD TRIP**  
**OUT OF STATE FIELD TRIP**

Page 1 of 4

<b>MUST BE SUBMITTED FOUR WEEKS PRIOR TO FIELD TRIP</b>
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Date of Request: SEPTEMBER 7, 2009

Sponsoring Teacher(s): Coach Craig Stern (Cross Country)

School: Albany High School

Class(es) Involved: For Cross Country--10th, 11th & 12th graders

Grade Level(s): High School: 9-12

Days and Dates of Trip: 10/09/09 through 10/10/09

Number of Students Involved: 9

Each adult will be assigned responsibility for 5 students  
 (Refer to page 4 for guidelines)

Day and Time of Departure: October 9, 2009 at:

Day and Time of Return: October 10, 2010 (Saturday) at: 7pm

**General Statement of Proposed Trip:**

To attend a highly competitive cross country invitational--The Clovis Invitational--located at Woodward Park in Fresno.



OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 2 of 4

Objectives to be Accomplished by Students:

To bond with fellow teammates, to meet runners from other schools and to ably represent Albany High School in a nationally recognized cross country event.

Proposed Itinerary:

(Please be specific regarding dates, times and locations)

Please see attached.

Estimated Costs to District:

NO COSTS

Estimated Costs to Students:

Costs for snacks and dinner: \$20.00 each  
All hotel fees will be paid for from team fund-raising account and boosters.

Name of Adult Sponsors:

Chaperones:

Sarah Whitmer  
Coach Craig Stern  
Astrid Juengling

OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 3 of 4

Principal's Recommendation:

<i>Pat Tamm</i>	9/9/09
Principal's Signature	Date
<i>[Signature]</i>	9/9/09
Director of Curriculum	Date

BOARD ACTION:

(Required for out of state field trips)

Approved as Requested:

☐

Approved with Following Changes:

☐

_____ Superintendent's Signature	_____ Date
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**OVERNIGHT EXTENDED FIELD TRIP APPLICATION**

Page 4 of 4

**MINIMUM GUIDELINES FOR ADULT SUPERVISION ON FIELD TRIPS****VEHICLE FIELD TRIPS**

<u>Grade</u>	<u>Adult/Student Ratio</u>
Pre K-2	1:5
3-5	1:6
6-8	1:10
9-12	1:15

**WATER TRIPS\***

<u>Grade</u>	<u>Adult/Student Ratio</u>
Pre K-2	1:3
3-5	1:5
6-8	1:8
9-12	1:10

\*Excludes Albany Pool

**FORMS TO BE SUBMITTED PRIOR TO FIELD TRIP:  
(to be completed by Principal)**

- ☐ K-12 FIELD TRIP PERMISSION FORM
- ☐ HIGH SCHOOL FIELD TRIP/CLASS ABSENCE FORM
- ☐ OVERNIGHT EXTENDED FIELD TRIP APPLICATION
- ☐ ASSUMPTION OF RISK AND WAIVER, RELEASE AND INDEMNITY AGREEMENT  
(for a trip beyond regular school hours, Student participation in school sports and water trips)
- ☐ PERSONAL VEHICLE USE PERMISSION FORM  
(for Vehicle Field Trips)

## ALBANY HIGH SCHOOL CROSS COUNTRY



The varsity boys cross country team has an opportunity to attend the Clovis Invitational Cross Country races in Fresno, California (<http://www.clovisxc.com/invitational.htm> ). This course is located at a Woodward Park in Fresno. This course is the same course where they have the State Championships. The race is scheduled for October 10<sup>th</sup>.

Our itinerary for the trip is as follows:

1. The athletes will be escorted to Fresno by myself and parents of our team members. We are seeking parents to help out. We will be taking up to 9 runners-- a varsity boys team-- to this event.
2. We plan on leaving on Friday, October 9th at noon or 1pm. Some athletes may be missing a class that afternoon. Parents should inform the school that your child will be absent. All student-athletes will be expected to inform their teachers of any missed classes in a timely fashion of this planned trip and to make up any work that they miss. In addition, a letter from the coach will go out to all the teachers.
3. We will drive to Fresno by car. The drive to Fresno takes about 3 hours. When we get to Fresno, we will take the team to preview and walk through the Clovis course.
4. After reviewing the course, we will check in at the hotel. We will be staying at the SpringHill Suites at Marriott-- 6844 North Fresno Street, Fresno, California 93710 USA Phone: 1-559-431-0004. After checking in, we will go out and eat dinner. We have reserved four rooms and we will be putting four to six athletes in each room. Curfew on October 9th --lights out--will be set at 9:30 pm.
5. Athletes will arise Friday morning--October 10th and have a light breakfast. A continental breakfast is available at the hotel. On Friday morning, the team will be driven over to the course where they will warm-up and then run their race. Varsity is scheduled to run at 11:40 am and JVs at 2:25 pm. We will be taking only our top runners only.
6. We will take the team to a post-race meal and then promptly return to Albany. We estimate returning around 7 pm.

Please contact me if you should have any questions or concerns.

**Craig Stern**  
 415-892-0597 or 415-302-6263  
[cistern1@verizon.net](mailto:cistern1@verizon.net)

**ALBANY UNIFIED SCHOOL DISTRICT**

TO: BOARD OF EDUCATION

FROM: DEBORAH WANLIN, DIRECTOR OF ATHLETICS, ALBANY HIGH SCHOOL AND CRAIG STERN, COACH OF ALBANY CROSS COUNTRY

DATE: August 30, 2009

SUBJECT: Routine Business---Approval of Albany High School's Boys Cross Country team trip to the Clovis Cross Country Invite in Fresno and overnight stay on October 9th, 2009.

Background:

Albany High School's Cross Country team and its coaches ask the Board for its permission to attend an invitational meet in Fresno, California. This race is recognized as one of the preeminent invitational races in the country. The course site is the same site where the State Championships are held. Several bay area schools attend each year.

CURRENT CONSIDERATIONS:

The date of the race is Saturday, October 10, 2009. The team will drive to Fresno on October 9<sup>th</sup>, 2009. They will leave school at 12:30 pm on Friday. The reason for the Friday departure and overnight is because the Saturday race is scheduled for early Saturday morning. Getting there on Friday will permit the athletes to preview the course.

All attending athletes (9) have already received permission slips signed by their parents. The team will be staying at the SpringHills Suites at Marriott in Fresno on Friday night, October 9<sup>th</sup>. The team will be chaperoned by their coach, Craig Stern and several parents—including the parents of Nolan Tonkyn, Aidan Juengling-Bean and Albert Buck-Bauer. The hotel is about three miles from the race site.

OBJECTIVE:

This trip will help to develop team unity and will offer our students the opportunity to meet with and compete against students and athletes from all over the United States. This is a great opportunity for our team to bond within the team concept of cross country running.

FINANCIAL IMPLICATIONS:

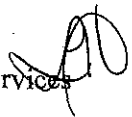
The students, coach and parents have raised money for the trip, which is in the Cross Country team fund raiser/booster account. There is no financial cost to the District.

STAFF RECOMMENDATIONS:

It is respectfully requested that the Board approve the Albany Cross Country team's trip to the Clovis Invitational races on October 9<sup>th</sup> thru October 10th.

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP  
Regular Meeting – September 15, 2009**

**ITEM:** Resolution 2009-10-04  
Adoption of Annual Appropriations Limits (Gann Limit)

**PREPARED BY:** Laurie Harden  
Assistant Superintendent, Business Services 

**TYPE OF ITEM:** Consent Agenda

In November, 1979, the California Electorate passed Proposition 4, commonly referred to as the Gann Amendment to the Constitution. The Gann Amendment requires government agencies and districts to adopt an expenditure limitation based upon their appropriations in 1978/79, adjusted by the annual changes in the consumer price index, and annual changes in population.

Education Code Sections 42132 and 1629 specify that by September 30, county office and district governing boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the preceding year. The documentation supporting the adopted resolution shall be made available to the public and is included for review.

The Gann Limit calculations reflect the following limitations, which have not been exceeded:

Final 2008-09 Gann Limit      \$ 21,717,726  
Projected 2009-10 Gann Limit: \$ 21,386,920

<b>RECOMMENDATION:</b> That the Board of Trustees approve Resolution 2009-10-04, Adoption of Annual Appropriations Limits (Gann Limit)
---

**BEFORE THE BOARD OF TRUSTEES  
OF THE ALBANY UNIFIED SCHOOL DISTRICT  
ALAMEDA COUNTY, CALIFORNIA**

In the Matter of Establishing an Estimated	)	
Appropriations Limit for the 2009-2010	)	RESOLUTION 2009-10-04
Fiscal Year and an Actual Appropriations	)	
Limit for the 2008-2009 Fiscal Year	)	

**RECITALS**

1. In November of 1979, the California electorate adopted Proposition 4, commonly called the "Gann Initiative," which added Article XIII B to the California Constitution; and
2. The provisions of that Article establish maximum appropriation limits, commonly called "Gann Limits," for public agencies, including school districts; and
3. Section 7900 et seq. of the Government Code require this board to establish annually, by resolution at a regular or special meeting, the appropriations limit for the District; and
4. Government Code section 7902.1 authorizes this board to increase the District's appropriations limit to an amount equal to its proceeds of taxes; and
5. Education Code section 42132 requires that the governing board of each school district annually adopt such resolution by September 15<sup>th</sup>; and
6. Education Code section 42132 requires that all documentation used in the identification of the appropriations limit shall be made available to the public at the meeting at which this resolution is adopted.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct.
2. This board hereby establishes and adopts for the 2009-10 fiscal year an estimated appropriations limit in the amount of \$21,386,920 and for the 2008-2009 fiscal year identifies the actual appropriations limit of \$21,717,726.
3. Said appropriations limits have been calculated and determined in accordance with all applicable statutes and constitutional provisions and do not exceed the limitations imposed by Proposition 4.
4. In the event this board increases the appropriations limit, it shall notify the Director of Finance of the change within 45 days, as required by Government Code section 7902.1.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee \_\_\_\_\_,  
seconded by Trustee \_\_\_\_\_, at a regular meeting held on September 15, 2009, by the  
following vote:

[Please list board member names]

AYES:

NOES:

ABSENT:

I, Marla Stephenson, secretary of the governing board of the Albany Unified School District,  
do hereby certify that the foregoing Resolution 2009-10-04 was duly passed and adopted by said  
Board, at an official and public meeting thereof, this 15<sup>th</sup> day of September ,2009.

Dated \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees



	2008-09 Calculations			2009-10 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>A. PRIOR YEAR DATA</b> (2007-08 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2007-08 Actual			2008-09 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	20,102,675.07		20,102,675.07			21,717,726.20
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	3,706.30		3,706.30			3,839.32
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2007-08			Adjustments to 2008-09		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2008-09 data should tie to Principal Apportionment Attendance Software reports)	2008-09 P2 Report			2009-10 P2 Estimate		
1. Total K-12 ADA (Form A, Line 10)	3,701.13		3,701.13	3,711.00		3,711.00
2. ROC/P ADA**		0.00				0.00
3. Total Charter Schools ADA (Form A, Line 26)	0.00	0.00		0.00		0.00
4. Total Supplemental Instructional Hours**	96,731.00		96,731.00	32,704.00		32,704.00
5. Divide Line B4 by 700 (Round to 2 decimal places)		138.19				46.72
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)		3,839.32				3,757.72
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)		0.00				0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)		3,839.32				3,757.72
<b>C. LOCAL PROCEEDS OF TAXES</b> TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2008-09 Actual			2009-10 Budget		
1. Homeowners' Exemption (Object 8021)	35,224.83		35,224.83	34,450.00		34,450.00
2. Timber Yield Tax (Object 8022)	0.00	0.00		0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	78.10		78.10	7.00		7.00
4. Secured Roll Taxes (Object 8041)	3,583,570.71		3,583,570.71	3,632,589.00		3,632,589.00
5. Unsecured Roll Taxes (Object 8042)	207,999.33		207,999.33	202,361.00		202,361.00
6. Prior Years' Taxes (Object 8043)	9,004.53		9,004.53	4,327.00		4,327.00
7. Supplemental Taxes (Object 8044)	172,353.44		172,353.44	185,984.00		185,984.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	1,649,906.36		1,649,906.36	1,479,534.00		1,479,534.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00	0.00		0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00	0.00		0.00		0.00
11. Comm. Redevelopment Funds (Objects 8047 & 8625) (Only if not counted in redevelopment agency's limit)	0.00	0.00		0.00		0.00
12. Parcel Taxes (Object 8621)	4,462,621.73		4,462,621.73	4,369,186.00		4,369,186.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00	0.00		0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00	0.00		0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	0.00	0.00		0.00		0.00
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	10,120,759.03	0.00	10,120,759.03	9,908,438.00	0.00	9,908,438.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00	0.00		0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	10,120,759.03	0.00	10,120,759.03	9,908,438.00	0.00	9,908,438.00

	2008-09 Calculations			2009-10 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			316,309.00			268,680.00
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			316,309.00			268,680.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. Revenue Limit State Aid - Current Year (Object 8011)	15,186,223.00		15,186,223.00	13,864,321.00		13,864,321.00
25. Revenue Limit State Aid - Prior Years (Object 8019)	(71,636.62)		(71,636.62)	0.00		0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8311)**	0.00		0.00	0.00		0.00
27. Supplemental Instruction - PY (Res. 0000, Object 8319)**	0.00		0.00	0.00		0.00
28. Comm Day Sch Addl Funding - CY (Rs. 2430, Ob 8311)**	0.00		0.00	0.00		0.00
29. Comm Day Sch Addl Funding - PY (Rs. 2430, Ob 8319)**	0.00		0.00	0.00		0.00
30. ROC/P Apportionment - CY (Res. 6350, Object 8311)**	0.00		0.00	0.00		0.00
31. ROC/P Apportionment - PY (Res. 6350, Object 8319)**	0.00		0.00	0.00		0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8480)**	0.00		0.00	0.00		0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	1,029,204.00		1,029,204.00	865,000.00		865,000.00
35. Class Size Reduction, Grade 9 (Object 8435)**	0.00		0.00	0.00		0.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	16,143,790.38	0.00	16,143,790.38	14,729,321.00	0.00	14,729,321.00
<b>ADD BACK TRANSFERS TO COUNTY</b>						
37. County Office Funds Transfer (Form RL, Line 32)			0.00			0.00
38. TOTAL STATE AID (Lines C36 plus C37)	16,143,790.38	0.00	16,143,790.38	14,729,321.00	0.00	14,729,321.00
<b>DATA FOR INTEREST CALCULATION</b>						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	51,020,261.93		51,020,261.93	46,864,074.00		46,864,074.00
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	191,978.62		191,978.62	150,000.00		150,000.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>						
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			20,102,675.07			21,717,726.20
2. Inflation Adjustment			1.0429			1.0062
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			1.0359			0.9787
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			21,717,726.20			21,386,920.49
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			10,120,759.03			9,908,438.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)			460,718.40			450,926.40
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			11,913,276.17			11,747,162.49
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			11,913,276.17			11,747,162.49
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			83,222.64			69,536.65
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			10,203,981.67			9,977,974.65
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			11,830,053.53			11,677,625.84
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			10,203,981.67			
b. State Subventions (Line D8)			11,830,053.53			
c. Less: Excluded Appropriations (Line C23)			316,309.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			21,717,726.20			

	2008-09 Calculations			2009-10 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>10. Adjustments to the Limit Per Government Code Section 7902.1</b> (Line D9d minus D4; if negative, then zero)  If not zero report amount to: Michael C. Genest, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814			0.00			
<b>Summary</b>	<b>2008-09 Actual</b>			<b>2009-10 Budget</b>		
<b>11. Adjusted Appropriations Limit</b> (Lines D4 plus D10)			21,717,726.20			21,386,920.49
<b>12. Appropriations Subject to the Limit</b> (Line D9d)			21,717,726.20			

\* Please provide below an explanation for each entry in the adjustments column.

\*\* The reporting for this item may have been affected by SBX3 4 (Chapter 12, Statutes of 2009). Manual adjustment may be required. Refer to the SACS Software User Guide (press F1 from the open form) for detailed instructions.

Laurie Harden  
Gann Contact Person

510-558-3751  
Contact Phone Number

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of September 15, 2009**

**ITEM:** PROFESSIONAL SERVICES AUTHORIZATION:  
ADJUSTMENT TO NEW POOL DESIGN SERVICE FEE  
**PREPARED BY:** MARLA STEPHENSON, SUPERINTENDENT  
**TYPE OF ITEM:** ACTION

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**BACKGROUND INFORMATION:**

In December 2006, LPA Architects were initially engaged to provide pre-design planning services related to the February 2008, Albany High School Pool General Obligation Bond measure.

Upon passage of the bond measure, LPA was chosen by the Board to be the architectural firm for the new pool project. Per LPA's architectural agreement, their fee is based on the estimated construction cost of the project. The final fee will be based on the actual construction value, less specific types of change orders.

LPA's initial fee value was based on an estimated construction value of \$7 million (December 2007). The present estimated construction value is now approximately \$7.6 million. The increase in estimated construction value has been made possible by savings realized in other budget line items and anticipated State modernization funding. The additional construction funding was necessary to support additional sustainable features such as solar water heating, revised glazing, UV water treatment, and an operable indoor pool cover.

Based on the increase to the estimated construction budget, it appropriate to index LPA's design fee from the original \$535,000 to \$589,210.

The design fees represent approximately 8% of the construction value. This fee percentage is well within current industry norms. A professional Services Authorization is attached.

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**FINANCIAL INFORMATION:**

The Pool Project Budget anticipates that certain professional fees index with changes to the estimated construction value. The \$54,210 design fee index is accommodated within the Architectural Services budget line item. The index will be made with no impact to the project contingencies or the project budget total.

<p><b>RECOMMENDATION: APPROVE THE PROFESSIONAL SERVICES AUTHORIZATION TO INCREASE THE POOL PROJECT DESIGN FEES BY \$54,210.</b></p>
---

# PROFESSIONAL SERVICES AUTHORIZATION

## Client Copy

## LPA P29

Client: **ALBANY UNIFIED SCHOOL DISTRICT**  
**904 Talbot Avenue**  
**Albany, CA 94706**

Attn: **Ms. Marla Stephenson, Superintendent**  
Phone: **(510) 558-3766** Fax: **(510) 559-6560**

Project No.: **27154.20** Date: **September 8, 2009**  
Project: **Albany High School - Pool Building Replacement**  
Location: **Albany** PSA No.: **1 - Revised**  
Office: **Roseville** Issued By: **Contract**  
Client Contract: LPA PIC: **Dave Gilmore**  
Client Job No.: License #: **C12168**  
LPA PM: **Steve Newsom**

Execution of this document will confirm your request for professional services. The Terms and Conditions of the Agreement for Architectural Services between Albany Unified School District and LPA dated February 26, 2008 are part of this Agreement. The Project is generally described as:

**Albany High School - Pool Building Replacement located within the Albany Unified School District.**

LPA will provide: ☐ New Services ☒ Additional Services ☐ Revised Scope of Services

Services shall include:

**Revised Architectural and Engineering Consulting fees for the Albany Pool Building Replacement per the District's budget and previous conversations. Fees are based solely on the new construction, as demolition work has been performed under a separate contract. Fee for the AMS Buildings is included in this fee.**

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

**Pursuant to project schedule.**

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' shown on the Architectural Services Agreement between Albany Unified School District and LPA dated February 26, 2008. The 'Terms and Conditions' are a part of this Agreement.

Fee: **Phased Fixed Fee \$589,210.00**  
Reimbursable Expenses: **(Reimbursable Fees noted on original contract)**

The following consultants shall provide services for this scope of services:

Contract Type	Fee Summary:	Contract Amount	Approved Phases
ASA	Original Fee	\$535,000	X
C/O	Fee Reduction	(\$25,000)	X
	Sub-Total Fees	\$510,000	
PSA 1	Delete Previous Fee	(\$510,000)	X
	Schematic Design	\$57,604	X
	Design Development	\$86,406	X
	Construction Documents	\$224,656	X
	DSA	\$28,802	X
	Bidding	\$17,281	X
	Construction Administration	\$132,489	X
	Closeout	\$28,802	X
	Total Phased Fee	\$576,040	
	AMS Classroom	\$13,170	X
	Total Fees	\$589,210	

Special Conditions:

**None**

Contract Status:	Services:	Expenses:	Contract Total:
Original Contract Amount:	\$535,000.00	\$53,500.00	\$588,500.00
Total of Previous Addenda:	(\$535,000.00)	\$0.00	(\$535,000.00)
Previous Totals:	\$0.00	\$53,500.00	\$53,500.00
This PSA Amount:	\$589,210.00	\$0.00	\$589,210.00
New Fee Totals:	\$589,210.00	\$53,500.00	\$642,710.00

Client Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

LPA Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**Robert O. Kupper, AIA, CEO, LEED® AP**

**David J. Gilmore, AIA, Principal, LEED® AP**

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617 Tel: 949.261.1001 Fax: 949.260.1190

SN/89

**AUGUST 2009 WARRANT LISTING**

<u>CHECK#</u>	<u>CHECK DT</u>	<u>COMPANY NAME</u>	<u>CHECK AMOUNT</u>	<u>DESCRIPTION</u>
927709	8/3/2009	ACSIG - DELTA DENTAL	\$32,634.98	07/09 PREMIUM
927710	8/3/2009	BENSON LEE, CONSULTING	\$180.00	CA ENVIRONMENTAL QUALITY ACT SERVICES (POOL)
927711	8/3/2009	CALPERS - CALIFORNIA PUBLIC	\$345,117.85	08/09 PREMIUM
927712	8/3/2009	CCAC CONFERENCE REGISTRAR	\$235.00	CCAC CONFERENCE REGISTRATION/ATTIYEH
927713	8/3/2009	CDW GOVERNMENT INC	\$61.63	TECH SUPPLIES
927714	8/3/2009	EAST BAY PAINT & DECORATOR CTR	\$293.22	PAINT MATERIALS (MAINT)
927715	8/3/2009	EBMUD	\$967.55	06/23-07/23 SERVICE
927716	8/3/2009	EMPOWER ELECTRIC	\$6,962.63	CIRCUITS FOR AHS KITCHEN
927717	8/3/2009	TAOMING GAN	\$62.35	REIMB FOR CLASSROOM SUPPLIES
927718	8/3/2009	GRANICUS, INC.	\$140.00	MINUTESMAKER/MONTHLY MANAGED SERVICE
927719	8/3/2009	HOME DEPOT CREDIT SERVICES	\$1,026.54	HARDWARE (MAINT)
927720	8/3/2009	CHRISTOPHER KAJIWARA	\$28.50	07/06/09-07/30/09 MILEAGE REIMB
927721	8/3/2009	DAN F. LEE	\$127.50	TRAINING (HOFFMAN)
927722	8/3/2009	LPA, INC.	\$148.57	POOL BUILDING PROJECT
927723	8/3/2009	LTC	\$13,190.64	2008 ERATE SAVINGS/BILLING PROJECT
927724	8/3/2009	TONANTZIN MARTINEZ-DEBORGFELDT	\$53.07	08/09 EMPLOYEE MILEAGE REIMB
927725	8/3/2009	MARILEE MITCHELL	\$77.31	REIMB FOR CLASSROOM SUPPLIES
927726	8/3/2009	PACE SUPPLY CORP.	\$130.30	SEATS (MAINT)
927727	8/3/2009	PG&E	\$13,133.04	06/24-07/23 SERVICE
927728	8/3/2009	PLEASANTON UNIFIED SCHOOL	\$500.00	09/10 QSS
927729	8/3/2009	PRUDENTIAL OVERALL SUPPLY	\$160.10	09/10 UNIFORM SERVICE
927730	8/3/2009	R.C. KNAPP INC.	\$70,074.00	POOL DEMOLITION PROJECT
927731	8/3/2009	TRIMARK FIXTURES	\$1,357.80	SINK & WALL SHELFs (MARIN)
927732	8/3/2009	VERIZON WIRELESS	\$101.63	06/20-07/19 SERVICE (SELPA)
927733	8/3/2009	WAXIE SANITARY SUPPLY	\$3,111.90	SANITARY SUPPLIES
927734	8/3/2009	WILLIAMS SCOTSMAN, INC.	\$1,679.18	07/26-08/25 PORTABLE RENT (CORNELL & MARIN)
930605	8/11/2009	A BETTER CHANCE SCHOOL	\$3,521.50	08/09 SPEECH & LANGUAGE SERVICES
930606	8/11/2009	ABC DOORS, INC.	\$340.00	REPAIR MUSIC RM DOORS (AMS)
930607	8/11/2009	ADAMS ESQ	\$12,500.00	REIMB FOR LEGAL FEES (N2009031271)
930608	8/11/2009	BART GROUP SALES	\$1,800.00	STUDENT BART TICKETS (AHS)
930609	8/11/2009	BEHAVIORAL INTERVENTION	\$6,447.50	08/09 BEHAVIOR INTERVENTION SERVICES
930610	8/11/2009	BOLLO CONSTRUCTION INC.	\$18,500.00	POOL PROJECT
930611	8/11/2009	CENTER FOR EARLY INT. ON	\$2,998.00	08/09 SPECIALIZED INSTRUCTION SERVICES
930612	8/11/2009	CHALLENGE DAY	\$2,000.00	08/09 CHALLENGE DAY/REMAINING BAL (AHS)
930613	8/11/2009	CIT TECHNOLOGY FINANCING SERV	\$153.33	09/10 COPIER LEASE (SELPA)
930614	8/11/2009	CASE# RG08391796	\$25,000.00	COMPROMISE & RELEASE AGREEMENT
930615	8/11/2009	CRAIGSLIST	\$75.00	09/10 JOB POSTINGS

# **AUGUST 2009 WARRANT LISTING**

<u>CHECK#</u>	<u>CHECK DT</u>	<u>COMPANY NAME</u>	<u>CHECK AMOUNT</u>	<u>DESCRIPTION</u>
930616	8/11/2009	DELTA DENTAL	\$4,040.63	08/09 COVERAGE
930617	8/11/2009	PEDIATRIC CONTRACTING SERVICES	\$1,350.25	08/09 OCCUPATIONAL/PHYSICAL THERAPY
930618	8/11/2009	EBMUD	\$6,313.16	05/28-07/30 SERVICE
930619	8/11/2009	FAGEN FRIEDMAN & FULFROST, LLP	\$10,798.44	06/09 LEGAL SERVICES (SPECIAL SERVICES)
930620	8/11/2009	FIRSTGROUP AMERICA	\$1,389.00	TRANSPORTATION (ATHLETICS)
930621	8/11/2009	HOME DEPOT CREDIT SERVICES	\$170.88	HARWARE (MAINT)
930622	8/11/2009	DR. CAROLINE JOHNSON	\$220.00	08/09 NEURO-PSYCHOLOGICAL ASSESSMENT
930623	8/11/2009	KATHLEEN S. SKOW NPA	\$3,150.00	08/09 ORIENTATION AND MOBILITY TRAINING
930624	8/11/2009	KAVANAUGH COFFEE ROASTING CO	\$35.00	BREAKROOM SUPPLIES (DIST)
930625	8/11/2009	LOZANO SMITH	\$17,746.32	06/09 LEGAL SERVICES (DIST)
930626	8/11/2009	NOODLE TOOLS INC	\$540.00	NOODLETOOLS RENEWAL (AHS & AMS)
930627	8/11/2009	OFFICE DEPOT	\$333.31	SUPPLIES
930628	8/11/2009	ORRICK HERRINGTON & SUTCLIFFE	\$2,500.00	G.O. BONDS 2008
930629	8/11/2009	PARTNERSHIP FOR AUGMENTIVE	\$736.25	08/09 AUGMENTIVE & ASSISTIVE TECH SERVICES
930630	8/11/2009	PASTIME ACE HARDWARE	\$1,546.80	07/09 HARDWARE (DIST)
930631	8/11/2009	PG&E	\$6,348.30	07/04-08/04 SERVICE
930632	8/11/2009	PITNEY BOWES INC	\$10,000.00	POSTAGE (AHS)
930633	8/11/2009	PROGRESSUS THERAPY, LLC	\$7,696.00	08/09 SPEECH & LANGUAGE SERVICES
930634	8/11/2009	PRUDENTIAL OVERALL SUPPLY	\$160.10	09/10 UNIFORM SERVICE
930635	8/11/2009	QUALITY BEHAVIORAL OUTCOMES	\$1,457.50	08/09 SPECIALIZED BEHAVIOR INTERVENTION SERVICES
930636	8/11/2009	RICOH AMERICAS CORP..	\$212.15	09/10 LEASE & MAINT FOR COPIERS (DIST)
930637	8/11/2009	PABLO E. SANCHEZ	\$5,900.00	REGULAR GARDENING SERVICES & 3 EXTRA JOBS
930638	8/11/2009	AT&T	\$235.77	07/28-08/27 SERVICE
930639	8/11/2009	SPURR	\$3,315.09	07/09 GAS
930640	8/11/2009	STAR ELEVATOR INC-ATLAS	\$291.86	09/10 ELEVATOR SERVICE (AHS)
930641	8/11/2009	STARFISH THERAPIES	\$469.50	08/09 PHYSICAL THERAPY SERVICES
930642	8/11/2009	PARENT	\$750.00	COMPROMISE & RELEASE AGREEMENT/504 STUDENT
930643	8/11/2009	TOSHIBA FINANCIAL SERVICES	\$5,238.21	09/10 COPIER LEASE (DIST)
930644	8/11/2009	U S POSTMASTER	\$176.00	POSTAGE STAMPS (CORNELL)
930645	8/11/2009	WASTE MANAGEMENT OF ALAMEDA	\$6,668.68	07/09 PICK-UP
935869	8/18/2009	HASLER FINANCIAL SERVICES	\$185.45	09/10 POSTAGE MACHINE LEASE (D.O.)
935870	8/18/2009	VICTORIA BERNDT	\$7.55	REIMB FOR POSTAGE
935871	8/18/2009	D & S TYPESETTING	\$1,907.25	TYPESETTING/FALL 09 SCHEDULES (AAS)
935872	8/18/2009	DEPARTMENT OF JUSTICE	\$290.00	07/09 FINGERPRINTS
935873	8/18/2009	DJ CO-OPS	\$31.05	FOOD (FOOD SERVICES)
935874	8/18/2009	EBMUD	\$3,144.36	06/08-08/07 SERVICE
935875	8/18/2009	GALLEY INC.	\$49,691.71	SERVING LINE (AHS)

# **AUGUST 2009 WARRANT LISTING**

<u>CHECK#</u>	<u>CHECK DT</u>	<u>COMPANY NAME</u>	<u>CHECK AMOUNT</u>	<u>DESCRIPTION</u>
935876	8/18/2009	GOLDEN GATE AUDUBON SOCIETY	\$70.00	SUMMER 09 QTR (AAS)
935877	8/18/2009	CLELL HOFFMAN	\$309.68	REIMB FOR LEADERSHIP RETREAT FOOD
935878	8/18/2009	HOME DEPOT CREDIT SERVICES	\$57.06	HARDWARE (MAINT)
935879	8/18/2009	GREGORY PAOLI	\$2,860.00	SPEECH & LANGUAGE THERAPY
935880	8/18/2009	FIA CARD SERVICES (HARDEN)	\$442.13	07/09-2009 SCHOOL FINANCE CONF/BUS LUNCH
935881	8/18/2009	FIA CARD SERVICES (STEPHENSON)	\$67.49	07/09-LUNCH FOR TECH INTERVIEWS
935882	8/18/2009	PRUDENTIAL OVERALL SUPPLY	\$160.10	09/10 UNIFORM SERVICE
935883	8/18/2009	AT&T	\$1,193.53	08/07-09/06 SERVICE
935884	8/18/2009	SELK COMMUNICATIONS	\$225.00	PUBLIC RELATIONS & WEB EVALUATION
935885	8/18/2009	PARENT	\$660.00	REIMB PER COMPROMISE & RELEASE
935886	8/18/2009	TOSHIBA BUSINESS SOLUTIONS CA	\$620.00	04/02-07/01 COPIES (AHS)
935887	8/18/2009	TWIN DISCOVERY SYSTEMS INC.	\$1,279.18	QUEUE WAY/FOOD SERVICES
935888	8/18/2009	USPS-HASLER	\$3,000.00	POSTAGE (D.O.)
935889	8/18/2009	WAXIE SANITARY SUPPLY	\$590.82	SANITARY SUPPLIES
936467	8/24/2009	ACSIG - VISION INSURANCE	\$10,123.09	07/09 COVERAGE
936468	8/24/2009	NICHOLAS BERGER	\$5.65	REIMB FOR POSTAGE
936469	8/24/2009	DORIS BETZ	\$146.25	08/04/09-08/12/09 MILEAGE REIMB
936470	8/24/2009	CAROLINA BIOLOGICAL SUPPLY CO	\$605.88	BIOLOGY SUPPLIES (AMS)
936471	8/24/2009	COMMUNITY OF HARBOR BAY ISLE	\$300.00	SECURITY/CLEANING DEPOSIT FOR RM USE (SELPA)
936472	8/24/2009	CRAIGSLIST	\$225.00	09/10 JOB POSTINGS
936474	8/24/2009	MARYWIN DEEGAN	\$1,650.00	AUGMENTATIVE COMMUNICATION & TECH SERVICES
936475	8/24/2009	DELL MARKETING L.P.	\$58.38	2 PRONG AC ADAPTOR (AMS)
936476	8/24/2009	EMPOWER ELECTRIC	\$1,228.70	CIRCUITS FOR AHS KITCHEN
936477	8/24/2009	FLINN SCIENTIFIC	\$655.32	SCIENCE SUPPLIES (AMS)
936478	8/24/2009	MARINA GONZALEZ	\$87.75	07/28,07/29,08/06 MILEAGE REIMB
936479	8/24/2009	HOME DEPOT SUPPLY	\$1,518.80	OUTDOOR VACUUM (MAINT)
936480	8/24/2009	MICHELLE LAU-SEIM	\$196.95	REIMB FOR BOOKS
936481	8/24/2009	MARGARET MOWRY EVANS	\$1,725.00	08/09 CASE MANAGEMENT SERVICES
936482	8/24/2009	NASCO MODESTO	\$324.31	CLASSROOM MATERIALS (AMS)
936483	8/24/2009	NEOPOST LEASING	\$99.96	09/10 POSTAGE MACHINE LEASE (AMS)
936484	8/24/2009	OFFICE DEPOT	\$613.53	SUPPLIES
936485	8/24/2009	FIA CARD SERVICES (MURPHY)	\$1,040.10	07/09- SIGNS, MAINT MATERIALS, HARWARE
936486	8/24/2009	PLEASANTON UNIFIED SCHOOL	\$500.00	09/10 QSS
936487	8/24/2009	PRUDENTIAL OVERALL SUPPLY	\$160.10	09/10 UNIFORM SERVICE
936488	8/24/2009	QUALITY BEHAVIORAL OUTCOMES	\$2,090.00	08/09 SPECIALIZED BEHAVIOR INTERVENTION SERVICES
936489	8/24/2009	R.C. KNAPP INC.	\$100,499.50	POOL DEMOLITION PROJECT
936490	8/24/2009	TEACHERS' CURRICULUM INSTITUTE	\$725.34	HISTORY ALIVE (AMS)



**AUGUST 2009 WARRANT LISTING**

<u>CHECK#</u>	<u>CHECK DT</u>	<u>COMPANY NAME</u>	<u>CHECK AMOUNT</u>	<u>DESCRIPTION</u>
936491	8/24/2009	WARDS NATURAL SCIENCE	\$317.06	SCIENCE MATERIALS (AMS)
936492	8/24/2009	WAXIE SANITARY SUPPLY	\$4,985.80	SANITARY SUPPLIES
936802	8/26/2009	A BETTER CHANCE SCHOOL	\$4,195.50	09/10 SPECIALIZED ACADEMIC PROG RELATED SERVICES
936803	8/26/2009	ADMINISTRATIVE SOFTWARE	\$2,337.00	09/10 WEB MAINTENANCE (AAS)
936804	8/26/2009	ALAMEDA COUNTY OFFICE OF ED	\$1,559.50	NOTICE TO PARENTS
936805	8/26/2009	ERIC ANGRESS	\$15,000.00	EXTEND TURNING RADIUS & DRIVEWAY (COUGAR FIELD)
936806	8/26/2009	APPERSON	\$462.91	FORMS (AMS)
936809	8/26/2009	BAY AREA FLOOR MACHINE	\$808.00	REPAIR FLOOR MACHINES (DIST)
936810	8/26/2009	BEST EQUIPMENT CO.	\$3,426.77	CHECK FIRE EXTINGUISHERS (DIST)
936814	8/26/2009	CAROLINA BIOLOGICAL SUPPLY CO	\$156.72	BIOLOGY SUPPLIES (AMS)
936815	8/26/2009	CDW GOVERNMENT INC	\$3,567.10	WIDESCREEN/LCD DISPLAY,WALL MOUNT (AHS KITCHEN)
936816	8/26/2009	CITY OF RICHMOND RECREATION	\$1,708.00	09/08/09-11/12/09 POOL RENTAL (AAS)
936817	8/26/2009	CLASS LEASING INC	\$6,485.00	09/04/09-09/03/10 PORTABLE LEASE (ACC)
936818	8/26/2009	COMCAST	\$204.29	DIGITAL TO ANALOG BOXES (AMS)
936819	8/26/2009	COPY EXPRESS	\$109.09	BUSINESS CARDS FOR AGUILAR
936822	8/26/2009	EAST BAY PAINT & DECORATOR CTR	\$483.31	PAINT MATERIALS (MAINT)
936824	8/26/2009	FAGEN FRIEDMAN & FULFROST, LLP	\$6,888.36	07/09 LEGAL SERVICES (SPECIAL SERVICES)
936825	8/26/2009	FAR WEST SANITATION AND	\$87.26	08/01-08/31 CONTAINER RENTAL (POOL)
936826	8/26/2009	FEDEX	\$83.83	SHIPPING (D.O.)
936828	8/26/2009	GL SPORTS	\$235.80	DUPLICATE ITEMS RESTOCKING FEES (ATHLETICS)
936831	8/26/2009	GRANICUS, INC.	\$140.00	MINUTESMAKER/MONTHLY MANAGED SERVICE
936834	8/26/2009	HOME DEPOT CREDIT SERVICES	\$1,404.82	HARDWARE (MAINT)
936835	8/26/2009	HOME DEPOT SUPPLY	\$196.89	BULBS (MAINT)
936839	8/26/2009	JUNIOR LIBRARY GUILD	\$159.00	RENEW JUNIOR LIBRARY GUILD (AMS)
936841	8/26/2009	THE KEY SHACK LOCKSMITH	\$16.65	KEYS MADE (MAINT)
936849	8/26/2009	HOUGHTON MIFFLIN CO	\$2,345.57	MATH TEXTBOOKS (AMS)
936854	8/26/2009	OFFICE DEPOT	\$1,311.83	SUPPLIES
936855	8/26/2009	ORRICK HERRINGTON & SUTCLIFFE	\$3,000.00	G.O. BONDS ELECTION OF 2008, SERIES A
936856	8/26/2009	PARAMOUNT ELEVATOR CORPORATION	\$90.00	09/10 ELEVATOR SERVICE FOR CORNELL
936857	8/26/2009	FIA CARD SERVICES (HOFFMAN)	\$52.67	CA NUTRITION MEMBERSHIP & TAPE MEASURE
936858	8/26/2009	PEARSON EDUCATION, INC.	\$1,427.25	EARTH SCI TEXTBOOKS (AMS)
936859	8/26/2009	ROCK-N-ROLL GOURMET, INC.	\$427.68	FOOD (FOOD SERVICES)
936862	8/26/2009	AT&T	\$178.14	08/11-09/10 SERVICE
936865	8/26/2009	TRUITT & WHITE LUMBER CO	\$415.21	LUNCH TABLES (MARIN)
936473	8/24/2009	RETIREE	\$459.32	08/09 CALPERS/REIMB
936807	8/26/2009	RETIREE	\$459.57	09/09 CALPERS/REIMB
936808	8/26/2009	RETIREE	\$459.57	09/09 CALPERS/REIMB

**AUGUST 2009 WARRANT LISTING**

<u>CHECK#</u>	<u>CHECK DT</u>	<u>COMPANY NAME</u>	<u>CHECK AMOUNT</u>	<u>DESCRIPTION</u>
936811	8/26/2009	RETIREE	\$407.30	09/09 CALPERS/REIMB
936812	8/26/2009	RETIREE	\$801.01	09/09 CALPERS/REIMB
936813	8/26/2009	RETIREE	\$459.57	09/09 CALPERS/REIMB
936820	8/26/2009	RETIREE	\$687.46	09/09 CALPERS/REIMB
936821	8/26/2009	RETIREE	\$1,020.14	09/09 CALPERS/REIMB
936823	8/26/2009	RETIREE	\$915.60	09/09 CALPERS/REIMB
936827	8/26/2009	RETIREE	\$240.44	09/09 CALPERS/REIMB
936829	8/26/2009	RETIREE	\$125.00	09/09 CNL
936830	8/26/2009	RETIREE	\$407.30	09/09 CALPERS/REIMB
936832	8/26/2009	RETIREE	\$1,020.14	09/09 CALPERS/REIMB
936833	8/26/2009	RETIREE	\$1,020.14	09/09 CALPERS/REIMB
936836	8/26/2009	RETIREE	\$801.01	09/09 CALPERS/REIMB
936837	8/26/2009	RETIREE	\$915.60	09/09 CALPERS/REIMB
936838	8/26/2009	RETIREE	\$1,020.14	09/09 CALPERS/REIMB
936840	8/26/2009	RETIREE	\$863.96	09/09 CALPERS/REIMB
936842	8/26/2009	RETIREE	\$915.60	09/09 CALPERS/REIMB
936843	8/26/2009	RETIREE	\$303.60	09/09 CALPERS/REIMB
936844	8/26/2009	RETIREE	\$687.46	09/09 CALPERS/REIMB
936845	8/26/2009	RETIREE	\$407.30	09/09 CALPERS/REIMB
936846	8/26/2009	RETIREE	\$407.30	09/09 CALPERS/REIMB
936847	8/26/2009	RETIREE	\$687.46	09/09 CALPERS/REIMB
936848	8/26/2009	RETIREE	\$915.60	09/09 CALEPRS/REIMB
936850	8/26/2009	RETIREE	\$459.57	09/09 CALPERS/REIMB
936851	8/26/2009	RETIREE	\$915.60	09/09 CALPERS/REIMB
936852	8/26/2009	RETIREE	\$949.94	09/09 CALPERS/REIMB
936853	8/26/2009	RETIREE	\$1,020.14	09/09 CALPERS/REIMB
936860	8/26/2009	RETIREE	\$459.57	09/09 CALPERS/REIMB
936861	8/26/2009	RETIREE	\$407.30	09/09 CALPERS/REIMB
936863	8/26/2009	RETIREE	\$1,020.14	09/09 CALPERS/REIMB
936864	8/26/2009	RETIREE	\$407.30	09/09 CALPERS/REIMB
936866	8/26/2009	RETIREE	\$949.94	09/09 CALPERS/REIMB
936867	8/26/2009	RETIREE	\$1,020.14	09/09 CALPERS/REIMB
936868	8/26/2009	RETIREE	\$915.60	09/09 CALPERS/REIMB

**AUGUST 2009 WARRANT LISTING**

<u>CHECK#</u>	<u>CHECK DT</u>	<u>COMPANY NAME</u>	<u>CHECK AMOUNT</u>	<u>DESCRIPTION</u>
930595	8/10/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$2.98	Payroll on 8/10/09
930596	8/10/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$12.74	Payroll on 8/10/09
936347	8/21/2009	1st United Services Credit Un.	\$1,717.90	Payroll on 8/21/09
936348	8/21/2009	ACSA'S FOUNDATION FOR	\$290.50	Payroll on 8/21/09
936349	8/21/2009	ALAMEDA COUNTY SCHOOLS INS	\$4,149.17	Payroll on 8/21/09
936350	8/21/2009	Alameda Cnty Schools Insurance	\$854.27	Payroll on 8/21/09
936351	8/21/2009	AIG RETIREMENT ADVISORS INC.	\$1,800.00	Payroll on 8/21/09
936352	8/21/2009	American Family Life	\$12.94	Payroll on 8/21/09
936353	8/21/2009	AMERICAN FIDELITY ASSURANCE	\$1,722.08	Payroll on 8/21/09
936354	8/21/2009	AMERICAN FIDELITY ASSURANCE CO	\$388.72	Payroll on 8/21/09
936355	8/21/2009	American Fidelity Assurance	\$125.00	Payroll on 8/21/09
936356	8/21/2009	American Fidelity Assurance	\$641.66	Payroll on 8/21/09
936357	8/21/2009	ING Northern Annuity	\$1,363.02	Payroll on 8/21/09
936358	8/21/2009	Albany Unified School District	\$177,692.00	Payroll on 8/21/09
936359	8/21/2009	Albany Unified School District	\$78,354.65	Payroll on 8/21/09
936360	8/21/2009	Albany Unified School District	\$8,113.97	Payroll on 8/21/09
936361	8/21/2009	Albany Unified School District	\$5,049.34	Payroll on 8/21/09
936362	8/21/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$15,517.97	Payroll on 8/21/09
936363	8/21/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$49,502.36	Payroll on 8/21/09
936364	8/21/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$14,898.90	Payroll on 8/21/09
936365	8/21/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$33,622.96	Payroll on 8/21/09
936366	8/21/2009	ALBANY UNIFIED REVOLVING FUND	\$50.00	Payroll on 8/21/09
936367	8/21/2009	CALIF STATE TEACHER RET SYSTEM	\$75.08	Payroll on 8/21/09
936368	8/21/2009	CALPERS - CALIFORNIA PUBLIC	\$4,216.48	Payroll on 8/21/09
936369	8/21/2009	FIDELITY INVESTMENTS	\$300.00	Payroll on 8/21/09
936370	8/21/2009	GALIC DISBURSING COMPANY	\$125.00	Payroll on 8/21/09
936371	8/21/2009	GALIC DISBURSING COMPANY	\$1,300.00	Payroll on 8/21/09
936372	8/21/2009	PRUDENTIAL/KEENAN	\$122.35	Payroll on 8/21/09
936373	8/21/2009	PRUDENTIAL/KEENAN	\$116.27	Payroll on 8/21/09
936374	8/21/2009	Life Insurance Co of SouthWest	\$1,250.00	Payroll on 8/21/09
936375	8/21/2009	METLIFE RESOURCES 403B CO	\$2,219.00	Payroll on 8/21/09
936376	8/21/2009	OGDEN SERVICE CENTER	\$126.00	Payroll on 8/21/09
936377	8/21/2009	OPPENHEIMER FUND	\$729.00	Payroll on 8/21/09
936378	8/21/2009	Provident central Credit Union	\$1,075.00	Payroll on 8/21/09
936379	8/21/2009	Putnam Investors Services	\$2,000.00	Payroll on 8/21/09
936380	8/21/2009	Reliastar Life Ins. CO	\$300.00	Payroll on 8/21/09
936381	8/21/2009	PAT MORONES	\$1,291.68	Payroll on 8/21/09

**AUGUST 2009 WARRANT LISTING**

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936382	8/21/2009	SEIU LOCAL 1021 COPE DEDUCTION	\$20.00	Payroll on 8/21/09
936383	8/21/2009	TAX DEFERRED SERVICES 457PLAN	\$6,475.00	Payroll on 8/21/09
936384	8/21/2009	Thomas E. Mestmaker	\$11.25	Payroll on 8/21/09
936385	8/21/2009	TIAA-CREF	\$200.00	Payroll on 8/21/09
936386	8/21/2009	TRANSAMERICA	\$25.00	Payroll on 8/21/09
936387	8/21/2009	VAR ANN LF	\$1,350.00	Payroll on 8/21/09
937065	8/28/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$21.69	Payroll on 08/28/09
937066	8/28/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$4.14	Payroll on 08/28/09
937067	8/28/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$17.74	Payroll on 08/28/09
			<b>\$1,364,505.44</b>	<b>TOTAL</b>

**FUND SUMMARY**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
010-	GENERAL FUND	\$982,199.99
110-	ADULT EDUCATION FUND	\$14,961.97
120-	CHILD DEVELOPMENT FUND	\$85,912.29
130-	CAFETERIA FUND	\$5,997.92
210-	BUILDING FUND PRIMARY	\$224,505.77
250-	CAPITAL FACILITIES FUND	\$50,927.50
		<b>\$1,364,505.44 TOTAL</b>

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of September 15, 2009**

**ITEM:** Approve Independent Contractor Agreement for Marywin Deegan

**PREPARED BY:** Diane Marie, Director of Special Education



**TYPE OF ITEM:** Consent Calendar – Student Services

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**BACKGROUND INFORMATION:**

Approve one (1) Independent Contractor Agreement between Albany Unified School District and Marywin Deegan to provide alternative and augmentative communication services for one student at a rate of \$95.00/hour. Cost not to exceed \$13,680.00.

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**FINANCIAL INFORMATION:**

Funding Source: Special Education

**RECOMMENDATION:** Approve Independent Contractor Agreement for a cost not to exceed \$13,680.00.

SEP 8 2009

Special Services Office  
Albany Unified School District

## Albany Unified School District Independent Contractor Agreement

THIS AGREEMENT, made this 1<sup>st</sup> day/date of July, 2009, between Marylin Deegan  
\_\_\_\_\_, an independent contractor ("Contractor") having a principal  
place of business at \_\_\_\_\_, and the Albany Unified School District  
("District"), mutually agree as follows:

### I. TERMS OF THE CONTRACT

- A. This Agreement will become effective as of the date above and will continue in effect through June 30, 2010, unless sooner terminated.

### II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A".
- B. Contractor shall perform within the time set forth in Exhibit "A": everything required to be performed.

### III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$ \$95.00 per hour. Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

### IV. OBLIGATION OF CONTRACTOR

- A. While performing services hereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- B. The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for among other things, taxes, personal health and car insurance. Workers' Compensation for his/her own employees and business expenses for maintaining his/her office.

C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item 4 ~~(X)~~ is ( ) is not applicable to this agreement.

D. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.

E. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.

F. It is the policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

## V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that any be instituted against the District for any such claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

## VII. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the

District and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the District.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

#### VIII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

EXECUTED AT Albany, California, on the date first written above.

#### ALBANY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
District Superintendent

Maryann F. Deegan  
Independent Contractor

9/8/09  
Date

\_\_\_\_\_  
Social Security or Federal I.D. #



Exhibit "A"

## Description of Services

Description of Services

Alternative and Augmentative Communication  
(AAC)

Date(s) of Services to be performed:

~~July 1, 2009~~ - June 30, 2009  
MD

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of September 15, 2009**

**ITEM:** Approve Independent Contractor Agreement for Beth Dillon

**PREPARED BY:** Diane Marie, Director of Special Education



**TYPE OF ITEM:** Consent Calendar – Student Services

---

**BACKGROUND INFORMATION:**

Approve one (1) Independent Contractor Agreement between Albany Unified School District and Beth Dillon to provide occupational therapy services at a rate of \$80.00/hour for two students at a non-public school. Cost not to exceed \$6,480.00.

---

**FINANCIAL INFORMATION:**

Funding Source: Special Education

**RECOMMENDATION:** Approve Independent Contractor Agreement for a cost not to exceed \$6,480.00.

AUG 31 2009

## Albany Unified School District Independent Contractor Agreement

Special Services Office  
Albany Unified School District

THIS AGREEMENT, made this 17th day/date of August, 2009, between Beth Dillan

\_\_\_\_\_, an independent contractor ("Contractor") having a principal

place of business at

and the Albany Unified School District

----- ("District"), mutually agree as follows:-----

### I. TERMS OF THE CONTRACT

- A. This Agreement will become effective as of the date above and will continue in effect through June 30, 2010, unless sooner terminated.

### II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A".
- B. Contractor shall perform within the time set forth in Exhibit "A": everything required to be performed.

### III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$ 80.00/hour. Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

### IV. OBLIGATION OF CONTRACTOR

- A. While performing services hereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- B. The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for among other things, taxes, personal health and car insurance. Workers' Compensation for his/her own employees and business expenses for maintaining his/her office.

- C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

~~Item 4 (✓) is ( ) is not applicable to this agreement.~~

- D. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- E. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.
- F. It is the policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

## V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that any be instituted against the District for any such claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

## VII. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the

District and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the District.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

#### VIII. ATTORNEY FEES

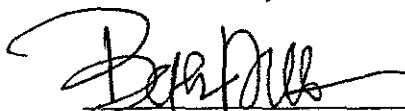
If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

EXECUTED AT Albany, California, on the date first written above.

#### ALBANY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
District Superintendent

  
\_\_\_\_\_  
Independent Contractor

8/26/09 \_\_\_\_\_  
Date Social Security or Federal I.D. #

Exhibit "A"

**Description of Services**

**Description of Services**

To provide Occupational Therapy for students with disabilities

---

**Date(s) of Services to be performed:**

In school year 2009-2010: Tuesday/Friday

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of September 15, 2009**

**ITEM:** Approve Independent Contractor Agreement for Margaret Mowry-Evans

**PREPARED BY:** Diane Marie, Director of Special Education *Diane Marie*

**TYPE OF ITEM:** Consent Calendar – Student Services

---

**BACKGROUND INFORMATION:**

Approve one (1) Independent Contractor Agreement between Albany Unified School District and Margaret Mowry-Evans to provide case management and specialized academic instruction for one student at a rate of \$115.00/hour. Cost not to exceed \$28,980.00.

---

**FINANCIAL INFORMATION:**

Funding Source: Special Education

**RECOMMENDATION:** Approve Independent Contractor Agreement for a cost not to exceed \$28,980.00.

SEP 4 2009

P48

## Albany Unified School District Independent Contractor Agreement

Special Education Office  
Albany Unified School District

THIS AGREEMENT, made this 1<sup>st</sup> day/date of July, 2009, between Margaret Mowry Evans, an independent contractor ("Contractor") having a principal place of business at \_\_\_\_\_, and the Albany Unified School District ("District"), mutually agree as follows:

### I. TERMS OF THE CONTRACT

- A. This Agreement will become effective as of the date above and will continue in effect through June 30, 2010, unless sooner terminated.

### II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A".
- B. Contractor shall perform within the time set forth in Exhibit "A": everything required to be performed.

### III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$ \$115 per hour. Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

### IV. OBLIGATION OF CONTRACTOR

- A. While performing services hereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- B. The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for among other things, taxes, personal health and car insurance. Workers' Compensation for his/her own employees and business expenses for maintaining his/her office.



- C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item 4 (✓) is ( ) is not applicable to this agreement.

- D. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- E. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.
- F. It is the policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

#### V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that any be instituted against the District for any such claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

#### VII. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the

District and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the District.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

#### VIII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

EXECUTED AT Albany, California, on the date first written above.

#### ALBANY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
District Superintendent

Margaret Murray Evans  
Independent Contractor

9/4/09  
Date

\_\_\_\_\_  
Social Security or Federal I.D. #

## Exhibit "A"

## Description of Services

## Description of Services

Work with individuals with motoric challenges in <sup>area of</sup> learning, communication and case load management of program, working specifically with student and ancillary personnel.

## Date(s) of Services to be performed:

July, 09 - ~~July 10~~ June 30, 2010

Amount not to exceed \$ 28,980.00

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of September 15, 2009**

**ITEM:** Approve Master Contract for Augmentative Communication & Technology Services (ACTS)

**PREPARED BY:** Diane Marie, Director of Special Education



**TYPE OF ITEM:** Consent Calendar – Student Services

---

**BACKGROUND INFORMATION:**

Approve one (1) Master Contract between Albany Unified School District and Augmentative Communication & Technology Services (ACTS) for an AAC evaluation for one student at the rate of \$120.00/hour. Cost not to exceed \$360.00.

---

**FINANCIAL INFORMATION:**

Funding Source: Special Education

**RECOMMENDATION:** Approve Master Contract at a cost not to exceed \$360.00.

SEP 3

**Special Education Office**  
Albany Unified School District

ACTS (Augmentative Communication & Technology Services)

## ***AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS***

This Master Contract is entered into this 1<sup>st</sup> day of July, 2009, between the Albany Unified School District (hereinafter referred to as “LEA”) and ACTS (Augmentative Communication & Technology Services) (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as “IEP”), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and

62. CONTRACTOR	ACTS	CONTRACTOR NUMBER	2009-2010
(NONPUBLIC SCHOOL OR AGENCY)		(CONTRACT YEAR)	

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

**Rate Schedule.** Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment*		

\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

**B. Related Services**

(1)	a. Transportation – Round Trip			
	b. Transportation – One Way			
	c. Transportation-Dual Enrollment			
	d. MTA			
	e. Parent*			
(2)	a. Educational Counseling – Individual			
	b. Educational Counseling – Group of			
	c. Counseling – Parent			
(3)	a. Adapted Physical Education – Individual			
	b. Adapted Physical Education – Group of			
	c. Adapted Physical Education – Group of			
(4)	a. Language and Speech Therapy – Individual			
	b. Language and Speech Therapy – Group of 2			
	c. Language and Speech Therapy – Group of 3			
	d. Language and Speech Therapy – Per diem			
	e. Language and Speech - Consultation Rate			
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)			
	b. Additional Adult Assistance – Group of 2			
	c. Additional Adult Assistance – Group of 3			
(6)	Intensive Special Education Instruction, by credentialed special education teacher			
(7)	a. Occupational Therapy – Individual			



# CONFIDENTIAL INFORMATION

## CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/ license: \_\_\_\_\_ (Generic description, i.e., LH credential).
2. The class size for the pupil will not exceed \_\_\_\_\_ and/or the therapist/pupil ratio will not exceed \_\_\_\_\_.
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with statewide standardized assessment requirements: \_\_\_\_\_
6. Other Provisions (attachments as necessary). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **A. BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only.)**

Number of Days \_\_\_\_\_ × Per Diem \$ \_\_\_\_\_ = Total Basic Education Costs (A) \$ \_\_\_\_\_  
(Include extended school year days as appropriate to the pupil's IEP.)

### **B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. O.T.										
2. Lang/Spch										
3. Transport.										
4. Counseling										
5. P.T.										
6. AAC Eval		X		3 hours/year (an extension from the original 20 hrs/yr eval)			\$120/hr			\$360
7										

MAXIMUM TOTAL RELATED SERVICES COST (B)

\$ 360

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B)

\$ 360

MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES

\$ 120/hr



**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES**

(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME: \_\_\_\_\_  
(Last) (First) (Middle)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program. Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on 7/1/09 and terminates at 5:00 p.m. on 7/30/09 unless sooner terminated as provided herein.

**-CONTRACTOR-**

**-LOCAL EDUCATIONAL AGENCY-**

Dr. M. \_\_\_\_\_ 8-25-09  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

Marilyn J. Buzolich, Ph.D. 7/31/09  
(Type or Print Name) (Date)

Laurie Harden  
(Type or Print Name)  
Assistant Superintendent of Business

ACTS  
(Name of NPS/NPA)

Albany Unified School District  
(Name of District, SELPA, County Office)

350 Santa Ana Avenue  
(Mailing Address)

601 San Gabriel Avenue  
(Mailing Address)

San Francisco, CA 94127  
(City/State/Zip Code)

Albany, CA 94706  
(City/State/Zip Code)

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of September 15, 2009**

**ITEM:** Approve Master Contract for Language People

**PREPARED BY:** Diane Marie, Director of Special Education



**TYPE OF ITEM:** Consent Calendar – Student Services

---

**BACKGROUND INFORMATION:**

Approve one (1) Master Contract between Albany Unified School District and Language People for a sign language interpreter at the rate of \$75.00/hour when District and hourly sign language interpreters are not available. Cost not to exceed \$2,250.00.

---

**FINANCIAL INFORMATION:**

Funding Source: Special Education

**RECOMMENDATION:** Approve Master Contract at a cost not to exceed \$2,250.00.

# 2009-2010

**CONTRACT NUMBER:**


---

**LEA: ALBANY UNIFIED SCHOOL DISTRICT**
**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

Sign Language People

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

## **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

### **1. MASTER CONTRACT**

This Master Contract is entered into this 1<sup>st</sup> day of July, 2009, between the Albany Unified School District (hereinafter referred to as "LEA") and Sign Language People (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding

62. CONTRACTOR	Sign Language People	CONTRACTOR NUMBER	2009-2010	P60
(NONPUBLIC SCHOOL OR AGENCY)			(CONTRACT YEAR)	

Per CDE Certification, total enrollment may not exceed N/A

N/A

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

**Rate Schedule.** Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment*		

\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

#### B. Related Services

(1)	a. Transportation – Round Trip			
	b. Transportation – One Way			
	c. Transportation-Dual Enrollment			
	d. MTA			
	e. Parent*			
(2)	a. Educational Counseling – Individual			
	b. Educational Counseling – Group of			
	c. Counseling – Parent			
(3)	a. Adapted Physical Education – Individual			
	b. Adapted Physical Education – Group of			
	c. Adapted Physical Education – Group of			
(4)	a. Language and Speech Therapy – Individual			
	b. Language and Speech Therapy – Group of 2			
	c. Language and Speech Therapy – Group of 3			
	d. Language and Speech Therapy – Per diem			
	e. Language and Speech - Consultation Rate			
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)			
	b. Additional Adult Assistance – Group of 2			
	c. Additional Adult Assistance – Group of 3			
(6)	Intensive Special Education Instruction, by credentialed special education teacher			
(7)	a. Occupational Therapy – Individual			

	b. Occupational Therapy - Group of 2				P61
	c. Occupational Therapy - Group of 3				
	d. Occupational Therapy - Group of 4 - 7				
	e. Occupational Therapy - Consultation Rate				
(9)	Physical Therapy				
(10)	a. Behavior Intervention - BII				
	b. Behavior Intervention - BID				
	Provided by:				
(11)	Nursing Services				
(12)	Other: Psychological Services other than Assessment and IEP				
(13)	Home or Hospital Instruction				
(14)	Other <u>ASL Interpretation</u>				75/hour

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

CONTRACTOR,		ALBANY UNIFIED SCHOOL DISTRICT	
Sign language People			
Nonpublic School/Agency			
By:	Willow Ramsay 9/8/09	By:	Diane Marie
	Signature Date		Diane Marie, Director of Special Education
	Willow Ramsay		
	Name and Title of Authorized Representative		09-09-09
	Director of Operations		Date
Notices to CONTRACTOR shall be addressed to:		Notices to LEA shall be addressed to:	
Name		Name: Diane Marie, Director of Special Education	
Sign language People			
Nonpublic School/Agency Service Provider		Albany Unified School District	
PO BOX 95405			
Address		Address: 601 San Gabriel Avenue	
Santa Rosa CA 95405			
City	State Zip	City: Albany	State: CA Zip: 94706
Phone 707-538-8900		Phone: 510-559-6536	
Fax 707-324-8811		Fax: 510-559-6543	
Email admin@languagepeople.com		Email: diane.marie@albany.k12.ca.us	
Website Sign language People		Website	

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES**

(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

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NAME OF LOCAL EDUCATION AGENCY: ALBANY UNIFIED SCHOOL DISTRICT

NAME OF NONPUBLIC SCHOOL/AGENCY: Sign language People

PUPIL NAME: Students / Parents Various SEX: ( ) M ( ) F  
(Last) (First) (Middle)

PUPIL I.D./S.S. #: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ GRADE: \_\_\_\_\_

RESIDENTIAL SETTING: ( ) HOME ( ) FOSTER ( ) LCI LCI PHONE # \_\_\_\_\_

PARENT/GUARDIAN: \_\_\_\_\_ PHONE: ( ) ( )  
(Residence) (Business)

PUPIL'S ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

NON EDUCATIONAL PLACING AGENCY: (If applicable) \_\_\_\_\_

**CONTRACT TERMS:**

1. The pupil's teacher/service provider will hold the following credential/ license:  
Sign language Interpreting (Generic description, i.e., LH credential).
2. The class size for the pupil will not exceed 1-1A and/or the therapist/pupil ratio will not exceed  
N/A.
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with statewide standardized assessment requirements: N/A
6. Other Provisions (attachments as necessary). N/A

**A. BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only.)**

Number of Days N/A × Per Diem \$ N/A = Total Basic Education Costs (A) \$ N/A  
(Include extended school year days as appropriate to the pupil's IEP.)

**B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OR SESSION	COST PER SESSION				# OF Wks*	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. O.T.										
2. Lang/Spch										
3. Transport.										
4. Counseling										
5. P.T.										
6. ASL Int		X		7500					30 hrs	2250
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 2250  
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ \_\_\_\_\_  
MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ 2250

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

P 63

PUPIL NAME: N/A  
(Last) (First) (Middle)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program. Pursuant to 34 CFR 300.9 and 34 CFR 300.300 parents and legal guardians are allowed, at any time subsequent to the initial provision of special education and related services to revoke their consent for special education and related services for their child/ward. Upon such revocation of consent, the responsible LEA may not continue to implement the child's last agreed upon and implemented IEP. However, the LEA must provide the parent/guardian with a 34 CFR 300.503 prior written notice before ceasing to provide the child with the special education and related services contained in his/her last agreed upon and implemented IEP. The Individual Services agreement attached to the student's last agreed upon IEP will end at the date noticed on the prior written notice and all associated nonpublic, nonsectarian school/agency services will cease as of the noticed date.

Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on 9/3/09 and terminates at 5:00 p.m. on 6/30/10 unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

Willow Ramsey 9/8/09  
(Authorized Signature) (Date)

(Authorized Signature) (Date)

Willow Ramsey 9/8/09  
(Type or Print Name) (Date)

Laurie Harden, Asst. Supt., Business Services

(Type or Print Name) (Date)

Sign Language People  
(Name of NPS/NPA)

Albany Unified School District

(Name of District, SELPA, County Office)

PO Box 9514  
(Mailing Address)

904 Talbot Avenue

(Mailing Address)

Santa Rosa CA 95405  
(City/State/Zip Code)

Albany, CA 94706

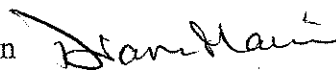
(City/State/Zip Code)

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of September 15, 2009**

**ITEM:** Approve Increase to Purchase Order for Beyond the Classroom

**PREPARED BY:** Diane Marie, Director of Special Education



**TYPE OF ITEM:** Consent Calendar – Student Services

---

**BACKGROUND INFORMATION:**

Approve increase to Purchase Order #P10-00092 for hearing and audiological services for two students at a cost not to exceed \$1,764.00 and equipment maintenance not to exceed \$840.00. Total increase to purchase order not to exceed \$2,604.00.

---

**FINANCIAL INFORMATION:**

Funding Source: Special Education

**RECOMMENDATION:** Approve increase to Purchase Order #P10-00092 for an amount not to exceed \$2,604.00.



# CONFIDENTIAL INFORMATION

## CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/ license: CH Credential; Licensed Audiologist (Generic description, i.e., LH credential).
2. The class size for the pupil will not exceed 1:1 and/or the therapist/pupil ratio will not exceed n/a.
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with statewide standardized assessment requirements: \_\_\_\_\_
6. Other Provisions (attachments as necessary). \_\_\_\_\_

### A. BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only.)

Number of Days \_\_\_\_\_ x Per Diem \$ \_\_\_\_\_ = Total Basic Education Costs (A) \$ \_\_\_\_\_  
(Include extended school year days as appropriate to the pupil's IEP.)

### B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. O.T.										
2. Lang/Spch										
3. Transport.										
4. Counseling										
5. P.T.										
6. D/HH Services		x		up to 12 hrs			84.			1,008-
7. Audiology		x		15 min x 4 wks			84.			756-

MAXIMUM TOTAL RELATED SERVICES COST (B)

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B)

MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES

\$ 1,764-

\$ 1,764-

\$

# INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME:

(Last)

(First)

(Middle)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program. Pursuant to 34 CFR 300.9 and 34 CFR 300.300 parents and legal guardians are allowed, at any time subsequent to the initial provision of special education and related services to revoke their consent for special education and related services for their child/ward. Upon such revocation of consent, the responsible LEA may not continue to implement the child's last agreed upon and implemented IEP. However, the LEA must provide the parent/guardian with a 34 CFR 300.503 prior written notice before ceasing to provide the child with the special education and related services contained in his/her last agreed upon and implemented IEP. The Individual Services agreement attached to the student's last agreed upon IEP will end at the date noticed on the prior written notice and all associated nonpublic, nonsectarian school/agency services will cease as of the noticed date.

Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 16, 2009 and terminates at 5:00 p.m. on June 30, 2010 unless sooner terminated as provided herein.

**-CONTRACTOR.**

**-LOCAL EDUCATIONAL AGENCY-**

Martie Marta 7/16/09  
(Authorized Signature) (Date)

(Authorized Signature)

(Date)

(Authorized Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Date)

Martie Martin, M.S. CCC-A 7/16/09  
(Type or Print Name) (Date)

(Type or Print Name)

7/16/09

(Date) \_\_\_\_\_

Laurie Harden, Asst. Supt., Business Services

(Type or Print Name) \_\_\_\_\_ (Date) \_\_\_\_\_

(Date)

Beyond the Classroom  
(Name of NPS/NPA)

(Name of NPS/NPA)

Albany Unified School District

(Name of District, SELPA, County Office)

3020 El Cerrito Plaza #125  
(Mailing Address)

(Mailing Address)

904 Talbot Avenue

(Mailing Address)

El Cerrito, CA 94530  
(City/State/Zip Code)

(City/State/Zip Code)

Albany, CA 94706

(City/State/Zip Code)

# CONFIDENTIAL INFORMATION

## CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/ license: CH Credential; Licensed Audiologist (Generic description, i.e., LH credential).
2. The class size for the pupil will not exceed 1:1 and/or the therapist/pupil ratio will not exceed n/a
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with statewide standardized assessment requirements: \_\_\_\_\_
6. Other Provisions (attachments as necessary). \_\_\_\_\_

### A. BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only.)

Number of Days \_\_\_\_\_ × Per Diem \$ \_\_\_\_\_ = Total Basic Education Costs (A) \$ \_\_\_\_\_  
 (Include extended school year days as appropriate to the pupil's IEP.)

### B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLV	WKLY	HRLY	GROUP		
1. O.T.										
2. Lang/Spch										
3. Transport.										
4. Counseling										
5. P.T.										
6. D/HH Services		x								
7. Audiology		x		10 hrs/wk		- 84-				840-

MAXIMUM TOTAL RELATED SERVICES COST (B)

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B)

MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES

\$ \_\_\_\_\_  
 \$ 840 -  
 \$ \_\_\_\_\_

# INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME: \_\_\_\_\_  
(Last) (First) (Middle)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program. Pursuant to 34 CFR 300.9 and 34 CFR 300.300 parents and legal guardians are allowed, at any time subsequent to the initial provision of special education and related services to revoke their consent for special education and related services for their child/ward. Upon such revocation of consent, the responsible LEA may not continue to implement the child's last agreed upon and implemented IEP. However, the LEA must provide the parent/guardian with a 34 CFR 300.503 prior written notice before ceasing to provide the child with the special education and related services contained in his/her last agreed upon and implemented IEP. The Individual Services agreement attached to the student's last agreed upon IEP will end at the date noticed on the prior written notice and all associated nonpublic, nonsectarian school/agency services will cease as of the noticed date.

Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 16, 2009 and terminates at 5:00 p.m. on June 30, 2010 unless sooner terminated as provided herein.

## -CONTRACTOR-

## -LOCAL EDUCATIONAL AGENCY-

Martie Martin 9/1/09  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

Martie Martin, M.S. CCC-A  
(Type or Print Name)

9/1/09  
(Date)

Laurie Harden, Asst. Supt., Business Services  
(Type or Print Name)

\_\_\_\_\_  
(Date)

Beyond the Classroom  
(Name of NPS/NPA)

Albany Unified School District

\_\_\_\_\_  
(Name of District, SELPA, County Office)

3020 El Cerrito Plaza #125  
(Mailing Address)

904 Talbot Avenue

\_\_\_\_\_  
(Mailing Address)

El Cerrito, CA 94530  
(City/State/Zip Code)

Albany, CA 94706

\_\_\_\_\_  
(City/State/Zip Code)

**Albany Unified School District**  
**Independent Contractor Agreement**

THIS AGREEMENT, made this 1<sup>st</sup> day of October, 2009 between Sue Blevins, an independent contractor, (Contractor), having a principal place of business at \_\_\_\_\_, and the Albany Unified School District ("District"), mutually agree as follows:

I. TERMS OF THE CONTRACT

- A. This Agreement will become effective as of the date above and will continue in effect through January 31, 2010, unless sooner terminated.

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A".
- B. Contractor shall perform within the time set forth in Exhibit "A": everything required to be performed.

III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$3,700.00. Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

IV. OBLIGATION OF CONTRACTOR

- A. While performing services hereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- B. The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for among other things, taxes, personal health and car insurance. Workers'

Compensation for his/her own employees and business expenses for maintaining his/her office.

- C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.
- Item IV-D ( ) is ( X ) is not applicable to this agreement.
- D. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- E. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.
- F. It is the policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

## V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that any be instituted against the District for any such

claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

VI. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the District and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the District.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

VII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

EXECUTED AT Albany, California, on the date first written above.

ALBANY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
District Superintendent

Russell Blewett  
Independent Contractor

9-7-09  
Date

\_\_\_\_\_  
Social Security or Federal I.D. #

## Exhibit "A"

**Description of Services**

October 1, 2009 through January 31, 2009

5 scheduled days for vision and hearing for all K, 2<sup>nd</sup>, 5<sup>th</sup> and 8<sup>th</sup> graders and Special Education, and hearing for 10<sup>th</sup> graders

2 days for scoliosis for 7<sup>th</sup> grade girls and 8<sup>th</sup> grade boys

1 extra day to allow for hearing retests

All paperwork related to referrals at individual schools and final statistical reports for District Office

We provide our own equipment which is calibrated annually.

**Date(s) of services to be performed:**

Monday, October 23, 2009

Monday, October 26, 2009

Friday, November 20, 2009

Friday, December 4, 2009

Friday, December 11, 2009

Friday, January 8, 2010

Monday, January 11, 2010



Exhibit "B"

INDEPENDENT CONTRACTOR  
CERTIFICATION OF  
EMPLOYEE CLEARANCE

Name of Company/Individual: Susan Blevins

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: suzBlevins@aol.comContact Person: same

I certify that:

- My company has completed background checks pursuant to Education Code Section 45125.1 and 45125.2 on all of our employees who may come into contact with pupils while working on projects for the Albany Unified School District.
- None of my company's employees, who may come into contract with pupils while working on projects for the Albany Unified School District have been convicted of a violent or serious felony as defined in Education Code Section 45122.1 (see exhibit "B")
- I have attached a list of the names of our employees who may come in contact with pupils. I also agree to update the list as employees for new employees prior to their contact with pupils.

I certify that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company/myself.

Susan Blevins PHN, RN - school nurse  
Print Name Title

Susan Blevins 9-7-09  
Signature Date

## **Albany Unified School District**

### **Independent Contractor Agreement**

THIS AGREEMENT, made this 1<sup>st</sup> day of October, 2009 between Connie Brizee, an Independent contractor, (Contractor), having a principal place of business at \_\_\_\_\_, and the Albany Unified School District ("District"), mutually agree as follows:

#### **I. TERMS OF THE CONTRACT**

- A. This Agreement will become effective as of the date above and will continue in effect through January 31, 2010, unless sooner terminated.

#### **II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR**

- A. Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A".
- B. Contractor shall perform within the time set forth in Exhibit "A": everything required to be performed.

#### **III. COMPENSATION**

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$3,700.00. Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

#### **IV. OBLIGATION OF CONTRACTOR**

- A. While performing services hereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- B. The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for among other things, taxes, personal health and car insurance. Workers'

Compensation for his/her own employees and business expenses for maintaining his/her office.

- C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.
- Item IV-D ( ) is ( X ) is not applicable to this agreement.
- D. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- E. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.
- F. It is the policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

## V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that any be instituted against the District for any such

claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

VI. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the District and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the District.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

VII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

EXECUTED AT Albany, California, on the date first written above.

ALBANY UNIFIED SCHOOL DISTRICT

<p>(Connie)</p> <p><u>Constance J. Buzie</u></p> <p>Independent Contractor</p>	<p>By: _____</p> <p>District Superintendent</p>	<p><u>9/7/09</u></p> <p>Date</p>	<p>_____ Social Security or Federal I.D. #</p>
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## Exhibit "A"

**Description of Services**

October 1, 2009 through January 31, 2009

5 scheduled days for vision and hearing for all K, 2<sup>nd</sup>, 5<sup>th</sup> and 8<sup>th</sup> graders and Special Education, and hearing for 10<sup>th</sup> graders

2 days for scoliosis for 7<sup>th</sup> grade girls and 8<sup>th</sup> grade boys

1 extra day to allow for hearing retests

All paperwork related to referrals at individual schools and final statistical reports for District Office

We provide our own equipment which is calibrated annually.

**Date(s) of services to be performed:**

Monday, October 23, 2009

Monday, October 26, 2009

Friday, November 20, 2009

Friday, December 4, 2009

Friday, December 11, 2009

Friday, January 8, 2010

Monday, January 11, 2010

Exhibit "B"

INDEPENDENT CONTRACTOR  
CERTIFICATION OF  
EMPLOYEE CLEARANCE

Name of Company/Individual: Constance J. Brizee (Connie)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: Sue Blarino

I certify that:

- My company has completed background checks pursuant to Education Code Section 45125.1 and 45125.2 on all of our employees who may come into contact with pupils while working on projects for the Albany Unified School District.
- None of my company's employees, who may come into contract with pupils while working on projects for the Albany Unified School District have been convicted of a violent or serious felony as defined in Education Code Section 45122.1 (see exhibit "B")
- I have attached a list of the names of our employees who may come in contact with pupils. I also agree to update the list as employees for new employees prior to their contact with pupils.

I certify that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company/myself.

(Connie)

Constance J. Brizee School Nurse  
Print Name Title

Constance J. Brizee 9/7/09  
Signature Date

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of September 15, 2009**

**ITEM:           REVIEW AND DISCUSS BP6146.1(B) IDENTITY, HEALTH, AND  
SOCIETY GRADUATION REQUIREMENT EFFECTIVE WITH THE  
CLASS OF 2010**

**PREPARED BY:**       Lynda Hornada, Director of Curriculum and Instruction

**TYPE OF ITEM:**     *Review and Discussion*

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**BACKGROUND INFORMATION:**

The Albany Unified School District Board of Education adopted the current graduation requirements in April 2006. The Board was responding to a difficult period at AHS where the high school experienced one suicide, and unprecedented amount of student suspensions and arrests for intoxication at school and at school activities and after-hours unsupervised parties resulting in a former AHS students' death. The year long course was designed to educate students in the areas of identity exploration and community building; sexuality; physical health; alcohol; tobacco and drugs; mental health; nutrition; violence and conflict resolution; internet safety and multicultural studies. In order to graduate, a student must earn 220 credits and pass the California High School Exit Exam (CAHSEE). 10 of the 220 credits must be earned by passing one year of the Identity, Health, and Society (IHS) course in 9<sup>th</sup> grade. This requirement takes effect with the Class of 2010.

Currently in the Class of 2010, Albany High School has approximately 122 seniors who need to take and pass the course in order to graduate this year. A number of the students have either failed the course or transferred to AHS after their freshman year.

It is not possible within the current allotment of IHS course sections to have these students make-up the class in order to graduate. The IHS requirement is not part of the State's A-G requirements for high school graduation. It is an additional requirement of Albany Unified School District's Board Policy 6146.1(b) only.

Staff is recommending that the IHS class be reviewed this year to determine whether Board objectives are being met; why there is a high rate of students not passing this class; whether it should continue as a year long course; whether it should remain as a graduation requirement. Staff will report back to the Board, March, 2010. The District is seeking direction from the Board of Education on addressing this issue so the students can graduate on time.

In addition, staff is recommending that a waiver be developed for the IHS course requirement for students who transfer to AHS in the final quarter of their freshman or thereafter. This group represents a small percentage of students who have not met this requirement.

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Given the state budget crisis, reduced FTE, and higher class sizes, AUSD would have to immediately develop a program for students who have failed to recover their IHS credit requirement.

Attached are BP6146.1 and the A-G requirements required by the State of California.

**FINANCIAL INFORMATION:** The cost of adding a section at AHS is around \$12-15K.

**RECOMMENDATION:**

- Review the IHS class to see whether or not the Board of Education Objectives are being met; whether or not it should continue as a year-long course; why there is a high number of students failing the course; and whether it should continue as a graduation requirement
- Develop a waiver for the IHS requirement for students who transfer to AHS in the final quarter of their freshman year or thereafter.



**Instruction**

BP 6146.1(a)

**HIGH SCHOOL GRADUATION REQUIREMENTS**

The Board of Education shall award a regular high school diploma to every student enrolled in this District who meets the requirements of graduation established by this Board and approved by the State Board of Education. There shall be only one diploma awarded by this district and no distinctions shall be made between various programs of instruction. Students meeting all course work requirements but who have not passed the California High School Exit Exam will earn a "Certificate of Completion."

The requirements for graduation shall be the completion of work and studies representing the instructional program assigned to grades 9-12, including, as a *minimum*, those listed on page 2 of this policy.

The Board requires that each candidate for graduation shall have earned at least 220 credits toward graduation in combination with a program of studies, the successful completion of which shall be measured by the attainment of specified instructional objectives. Each such program of studies shall consist of courses of study adopted by the Board. No student may take fewer than six courses a year, unless approved by the principal.

The Superintendent or designee shall establish regulations under which the district may grant credits toward graduation for participation in district interscholastic athletic programs when a student has been exempted from physical education classes because of this participation, and when such participation entails a comparable amount of time and physical activity.

Students must earn 220 credits for graduation status. Five credits are granted for passing each course each semester. Along with the minimum graduation requirements, students beginning with the class of 2006 must pass the California High School Exit Exam in order to receive a high school diploma. Students meeting all course work requirements but who have not passed the California High School Exit Exam will earn a "Certificate of Completion."

BP 6146.1(b)

**HIGH SCHOOL GRADUATION REQUIREMENTS** (continued)

220 Credits include:

ENGLISH	40 credits	English I	10 credits
		English II	10 credits
		English III and Sr. electives	20 credits
SOCIAL SCIENCE	30 credits	Include One year World History (10th)	10 credits
		Include One year United States History (11th)	10 credits
		Include One year Government and Economics (12th)	10 credits
MATHEMATICS		Any combination of math classes for 20 credits. At least one class must be Algebra I or higher (May be met through Algebra I in 7th or 8th grade.)	20 credits
SCIENCE		Science courses for a total of 20 credits. (10 credits in Life Science and 10 credits in Physical Science) Life Science includes: Biology, AP Biology, Anatomy & Physiology, ROP Sport Medicine. Physical Science includes: Earth Space Science, Chemistry, AP Chemistry, Physics, and AP Physics	20 credits
HEALTH		One year of "Identity, Health, & Society" (effective with the class of 2010)	10 credits
PHYSICAL EDUCATION		PE 1-9th grade and PE 2-10th grade	20 credits
FINE ARTS		Any art, music, theater, graphic design and /photography combination	10 credits
APPLIED ARTS		Any Combination of applied arts courses for a total of 10 credits. All courses in the applied arts meet the computer literacy requirement.	10 credits
PASSING OF CALIFORNIA HIGH SCHOOL EXIT EXAM		Passing both Language and Math portions of the California High School Exit Exam is required with the class of 2006 in order to earn a diploma.	

Instruction

AR 6146.1

**HIGH SCHOOL GRADUATION REQUIREMENTS**

Note: The following administrative regulation should be modified to reflect district practice. See BP/AR 5126 - Awards for Achievement for policy regarding honors diplomas. See BP 6145.6 - International Exchange for language regarding honorary diplomas for foreign exchange students.

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians, and the public. (Education Code 51225.3)

*(cf. 5126 - Awards for Achievement)*  
*(cf. 6146.11 - Alternative Credits Toward Graduation)*  
*(cf. 6145.6 - International Exchange)*  
*(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)*

Students shall not be required to have resided within the district for any minimum length of time as a condition of high school graduation. (Education Code 51411)

If a student successfully completes the district's graduation requirements while attending a juvenile court school or nonpublic, nonsectarian school or agency, the district shall issue the student a diploma from the school the student last attended. (Education Code 48645.5)

Regulation  
approved:

**ALBANY UNIFIED SCHOOL DISTRICT**  
Albany, California

BP 6146.1(c)

**HIGH SCHOOL GRADUATION REQUIREMENTS (continued)***Legal Reference:*EDUCATION CODE

35186 *Williams Uniform Complaint Procedures*  
 37252 *Supplemental instructional programs*  
 37254 *Supplemental instruction based on failure to pass exit exam by end of grade 12*  
 37254.1 *Required student participation in supplemental instruction*  
 47612 *Enrollment in charter school*  
 48200 *Compulsory attendance*  
 48412 *Certificate of proficiency*  
 48430 *Continuation education schools and classes*  
 48645.5 *Acceptance of coursework*  
 51224 *Skills and knowledge required for adult life*  
 51224.5 *Algebra instruction*  
 51225.3 *Requirements for graduation*  
 51225.5 *Honorary diplomas; foreign exchange students*  
 51228 *Graduation requirements*  
 51240-51246 *Exemptions from requirements*  
 51250-51251 *Assistance to military dependents*  
 51410-51412 *Diplomas*  
 51420-51427 *High school equivalency certificates*  
 51450-51455 *Golden State Seal Merit Diploma*  
 51745 *Independent study restrictions*  
 52378 *Supplemental school counseling program*  
 56390-56392 *Recognition for educational achievement, special education*  
 60850-60859 *High school exit examination*  
 66204 *Certification of high school courses as meeting university admissions criteria*

CODE OF REGULATIONS, TITLE 5

1600-1651 *Graduation of pupils from grade 12 and credit toward graduation*

COURT DECISIONS

*O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452*

*Management Resources:*CSBA PUBLICATIONS

*Preparing for the High Stakes of the High School Exit Exam: An Examination of Certificates of Completion, Policy Advisory, September 2005*

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, California High School Exit Examination:  
<http://www.cde.ca.gov/ta/tg/hs>

California Department of Education (<http://www.cde.ca.gov/ci/gc/hs/hsgtable.asp>)

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# Graduation Requirements

Courses required for graduation and university admission.

The California *Education Code (EC)* establishes minimum requirements for graduation from California high schools. These requirements should be seen as minimums and support regulations established by local school boards.

The California State University (CSU) and the University of California (UC) have established a uniform minimum set of courses required for freshman admission. The UC has created a Doorways (Posted 01-Jan-2009; Outside Source) site that provides complete information about the high school courses approved for university admission. In addition to the required courses, California public universities have other freshman admission requirements (Posted 01-Jan-2009; Outside Source).

High School Subject Area	State Mandated Requirements * (EC 51225.3) for High School Graduation	UC Requirements for Freshman Admissions	CSU Requirements for Freshman Admissions
English	Three Years	Four years of approved courses	Four years of approved courses
Mathematics	Two years, including Algebra I beginning in 2003-04.  (EC 51224.5)	Three years, including algebra, geometry, and intermediate algebra.  Four years recommended.	Three years, including algebra, intermediate algebra, and geometry.
Social Science	Three years of history/social science, including one year of U.S. history & geography; one year of world history, culture, and geography; and one semester each of American government and economics.	Two years of history/social science, including one year of U.S. history or one-half year of U.S. history and one-half year of civics or American government; and one year of world history, cultures, and geography.	Two years, including one year of U.S. history or U.S. history and government and one year of other approved social science.
Science	Two years, including biological and physical sciences.	Two years with lab required, chosen from biology, chemistry, and physics.  Three years recommended.	Two years, including one year of biological and one year of physical science with lab.
Foreign Language	One year of either visual and performing	Two years in same language required.  Three years recommended.	Two years in same language required.

Visual and Performing Arts	arts or foreign language.	One year of visual and performing arts chosen from the following: dance, drama/theater, music, or visual art.	One year of visual and performing arts chosen from the following: dance, drama/theater, music, or visual art.
Physical Education	Two years		
Electives		One year**	One year**
<b>Total</b>	<b>13</b>	<b>15</b> <b>(7 in the last two years)</b>	<b>15</b>

\* Beginning in 2005-06, all students must pass the California High School Exit Examination prior to graduation, in addition to meeting course requirements.

\*\* Must be chosen from approved academic courses in history, English, advanced mathematics, lab science, foreign language, social science, or fine arts. See UC Doorways (Posted 01-Jan-2009; Outside Source) for approved courses at your high school.

**Questions: Intersegmental Relations Office | 916-323-6398**

Last Reviewed: Wednesday, February 25, 2009

**ALBNAY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP  
Regular Meeting of September 15, 2009**

**ITEM:** 2008-2009 Unaudited Actuals Financial Report

**PREPARED BY:** Laurie Harden, Assistant Superintendent, Business Services

**TYPE OF ITEM:** *Action*

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In accordance with Education Code section 42100 the governing board shall annually review the Unaudited Actuals and approve the financial information, as presented on the forms prescribed by the Superintendent of Public Instruction, prior to September 15. The forms prescribed by the Superintendent of Public Instruction are contained in the SACS Financial Reporting Software.

The enclosed information has not yet been audited, and it is possible that there could be adjusting entries if any material discrepancies are identified during the audit process.

**RECOMMENDATION:** It is recommended that the Board accept the 2008-2009 Unaudited Actuals Financial Report as presented.

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of September 15, 2009**

**ITEM:**                    **1<sup>st</sup> READING OF BOARD POLICY  
SECTION 4000 – PERSONNEL**

**PREPARED BY:**        Marla Stephenson, Superintendent

**TYPE OF ITEM:**        **Review and Discussion Item**

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**BACKGROUND INFORMATION:**

Per Education Code the Governing Board shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians and the community. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.

The Board shall review the newly adopted policies on Personnel and suggest any revisions that are presented for a first and second reading prior to adoption. Board-requested changes or revisions will be made prior to the second reading at the next scheduled regular board meeting. Policies will be presented for 2<sup>nd</sup> reading and adoption.

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**FINANCIAL INFORMATION:**

No fiscal impact

**RECOMMENDATION:**

It is recommended that the Governing Board:

- (1) Accept for a first-reading the following board policies, administrative regulations and/or exhibits and
- (2) Direct the Superintendent or her designee to further refine the documents as necessary and return them for a second reading at the October 6, 2009 meeting at which time the Governing Board will vote to adopt, approve or delete them as recommended.